



DEPARTMENT OF HEALTH AND MENTAL HYGIENE

REQUEST FOR PROPOSALS (RFP)

SOLICITATION NO. DHMH/OPASS 16-14617

Issue Date: July 17, 2015

Utilization Control of Selected Hospital, Nursing Facility, and Home and Community Based Services Reimbursed by the Maryland Medicaid Program

NOTICE

A Prospective Offeror that has received this document from the Department of Health and Mental Hygiene's website or <https://emaryland.buyspeed.com/bsol/>, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide the Prospective Offeror's name and mailing address so that addenda to the RFP or other communications can be sent to the Prospective Offeror.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this Contract, please email or fax this completed form to the attention of the Procurement Officer (see Key Information Sheet below for contact information).

**Title: Utilization Control of Selected Hospital, Nursing Facility, and Home and
Community Based Services Reimbursed by the Maryland Medicaid Program
Solicitation No: DHMH/OPASS 16-14617**

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the Bid/Proposal is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposal requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE or VSBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.).

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

E-mail Address: _____

**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
RFP KEY INFORMATION SUMMARY SHEET**

Request for Proposals: Utilization Control of Selected Hospital, Nursing Facility,
and Home and Community Based Services Reimbursed by
the Maryland Medicaid Program

Solicitation Number: DHMH/OPASS 16-14617

RFP Issue Date: July 17, 2015

RFP Issuing Office: Medicaid Program/Office of Health Services

Procurement Officer: Michael Howard, CPPB
Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
201 West Preston Street
Baltimore, Maryland 21201
Phone: (410) 767-0974 Fax: (410) 333-5958
e-mail: dhmh.solicitationquestions@maryland.gov.

Contract Officer: Queen Davis, CPPB
Maryland Department of Health and Mental Hygiene
Office of Procurement and Support Services
Phone: (410) 767-5335 Fax: (410) 333-5958
e-mail: Queen.Davis@maryland.gov

Contract Monitor: Jane Sacco, Chief
Division of Long Term Care Services

Proposals are to be sent to: Maryland Department of Health and Mental Hygiene
201 West Preston Street, 416D, Baltimore, MD 21201
Attention: Queen Davis, CPPB

Pre-Proposal Conference: Tuesday, July 28, 2015 at 9:00 a.m. Local Time
201 W. Preston Street, Rm. L3, Baltimore, MD 21201

Closing Date and Time: Wednesday, September 9, 2015 at 2:00 p.m. Local Time

MBE Subcontracting Goal: 27%

VSBE Subcontracting Goal: 1%

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Health and Mental Hygiene (DHMH or the Department) is issuing this Request for Proposals (RFP) to provide the services referenced in Section 3 of this RFP. The selected Contractor shall conduct utilization control (see Section 1.2III) of services provided in selected hospitals, nursing facilities, and home and community based services that are covered by the Maryland Medical Assistance Program.
- 1.1.2 It is the State's intention to obtain services, as specified in this RFP, from a Contract between the selected Offeror and the State. The anticipated duration of services to be provided under this Contract is three (3) years with two (2) one-year options. See Section 1.4 for more information.
- 1.1.3 The Department intends to make a single award as a result of this RFP. See RFP Section 1.15 for more information.
- 1.1.4 An Offeror, either directly or through its subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance regardless of subcontractor participation in the work.

1.2 Abbreviations and Definitions

For purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- a. **Acute Care Hospital** – A hospital that provides inpatient medical care and other related services for surgery, acute medical conditions, or injuries (usually for a short term illness or condition).
- b. **Admission and Length of Stay Certification Form** – This form is otherwise known as the “3808.” This is the Maryland Medical Assistance Program form that is used by the UCA for certification of admission and length of stay for hospitalization.
- c. **Administrative Day** – A day of care delivered to a Participant (see Section 1.2tt) who no longer requires the Level of Care (see Section 1.2ii) that the Provider (see Section 1.2aaa) is licensed to provide.
- d. **Air Ambulance Services** – Services provided by any aircraft designed and constructed or modified and equipped to be used, maintained, or operated as an ambulance, including fixed wing and rotary wing air ambulances.
- e. **Annual Redetermination of Medical Eligibility** – The review conducted after an individual's first year following initial approval for Nursing Facility services, and annually thereafter, to determine whether the individual continues to require the Level of Care provided in the Nursing Facility.
- f. **Applicant** – A person whose written application for Medical Assistance has been submitted to the local department of social services but has not received final action. This includes a person, who need not be alive at the time of application, whose application is submitted through a representative.
- g. **Automated Distribution Call (ADC) System** – A telephone facility that manages incoming calls and handles them based on the number called and an associated database of handling instructions.

- h. **Auto-Approval Validation and Analysis** – The process by which a review is completed to maintain consistency in the validity of the algorithm-generated Level of Care.
- i. **Business Day(s)** – The official working days of the week to include Monday through Friday. Official working days exclude State Holidays (see definition of “Normal State Business Hours” below).
- j. **Certification Processing** – The process by which the UCA (see 1.2 mmm) notifies the entity responsible for determining a Participant’s eligibility for Medicaid benefits that the Participant has been determined to require the Level of Care which the facility is licensed to provide. This process uses DHMH Form 257.
- k. **Chronic Hospital(s)** – A health care facility classified at Health-General 19-307, Annotated Code of Maryland, as a Special Hospital (see Section 1.2fff) that defines a program of specialized services, admits only patients with medical needs within that program, and has the facilities for and provides those specialized services.
- l. **Chronic Hospital Services** – Services rendered to adults in Chronic Hospitals (or to persons in Chronic Hospital beds in hospitals having multiple licensures) as defined in COMAR 10.07.01, which meet the criteria for medical eligibility set forth at COMAR 10.09.06.04A(11). Services commonly provided in Chronic Hospitals include ventilator care and weaning, serious wound care, sub-acute physical rehabilitation, and neurobehavioral rehabilitation to persons with brain injury.
- m. **COMAR** – Code of Maryland Regulations available on-line at www.dsd.state.md.us.
- n. **Community First Choice (CFC)** – A home- and community-based services program that offers certain community-based services to individuals who meet an institutional Level of Care. The program offers personal assistance, supports planning, nurse monitoring, personal emergency response systems, transition services, and items that substitute for human assistance (such as technology and environmental adaptations). CFC is governed by COMAR 10.09.84.
- o. **Community Personal Assistance Services (CPAS)** – A home- and community-based services program that provides assistance with activities of daily living to Medicaid participants who have a chronic illness, medical condition, or disability. Services are provided in the eligible Participant’s home or community residence by independent or agency-employed Providers, who are approved and monitored by a nurse case monitor from a local health department. This program was formerly known as the Medical Assistance Personal Care Program and is governed by COMAR 10.09.20.
- p. **Concurrent Review** – The review of the medical necessity of the services provided during the course of the treatment for an inpatient hospital stay that occurs within a short time following an admission.
- q. **Continued Stay Review (CSR)** – The periodic evaluation of the health care needs of a Participant in an Acute Care Hospital, Chronic Hospital, Special Pediatric Hospital, or Nursing Facility to ascertain whether the Participant continues to require the Level of Care that the facility is licensed to provide.
- r. **Contract** – The Contract awarded to the successful Offeror pursuant to this RFP. The Contract will be in the form of Attachment A.
- s. **Contract Commencement** – The date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. See Section 1.4.
- t. **Contract Monitor (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this

Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities.

- u. **Contractor** – The selected Offeror that is awarded a Contract by the State.
- v. **Department or DHMH** – The Maryland Department of Health and Mental Hygiene.
- w. **Durable Medical Equipment (DME)** – Equipment which can withstand repeated use; can be used to serve a medically necessary purpose; and has no practical use in the absence of illness, injury, disability, or health condition.
- x. **Elective Admission** – An admission that occurs when a doctor requests a bed be reserved for a patient on a specific day.
- y. **Emergency Admission** – An unplanned, often urgent or emergent admission (usually via the emergency department), which occurs when a patient is admitted at the earliest possible time and generally includes at least one overnight stay on short notice because of clinical need.
- z. **eMM** – eMaryland Marketplace (see RFP Section 1.8).
- aa. **FTE** -- Full-time equivalent, i.e., an employee or combination of employees who work 40 hours per week.
- bb. **Go-Live Date** – The date, as specified in the Notice to Proceed, when the Contractor must begin providing all services required by this solicitation. See Section 1.4.
- cc. **Health Insurance Portability and Accountability Act (HIPAA)** – A federal Act passed in 1996 and amended in 2009 requiring standardization of electronic patient health, administrative, and financial data; unique health identifiers for individuals, employers, health plans, and health care Providers; and security standards to protect the confidentiality and integrity of individually identifiable health information past, present, or future.
- dd. **Home Care for Disabled Children Under a Model Waiver (Model Waiver or MW)** – A comprehensive package of medical and health-related services provided for chronically ill or severely impaired individuals younger than 22 years old at the time of enrollment who, in the absence of home care services, may require admission to or prolonged stay in a hospital or nursing facility. See COMAR 10.09.27.
- ee. **Home and Community Based Options Waiver (Community Options Waiver or CO)** – A comprehensive package of medical and health-related services provided in the home or an assisted living facility to individuals with disabilities or chronic illnesses who, in the absence of such services, may require admission to or prolonged stay in a Nursing Facility. See COMAR 10.09.54.
- ff. **Home and Community Based Services Waiver for Individuals with Brain Injury (Brain Injury Waiver or BI)** – A package of residential, day, and other individual support services designed to maximize the level of functioning of individuals with a brain injury. See COMAR 10.09.46.
- gg. **Increased Community Services (ICS)** – A home- and community-based services program that allows individuals residing in institutions with incomes above 300 percent of Supplemental Security Income to move into the community while also permitting them to keep income up to 300 percent of Supplemental

Security Income. ICS is capped at 30 individuals, and eligibility is limited to individuals who reside in a Nursing Facility for at least 90 consecutive days and are receiving Medicaid benefits for Nursing Facility Services. See COMAR 10.09.81.

- hh. **Key Personnel** – All personnel identified by the Offeror in its Proposal (see Section 1.2zz) that are essential to the work being performed under the Contract to include, at a minimum, the Project Director, Medical Director, three full-time managers, and two full-time Physician Advisors See RFP Sections 1.23, 3.2.2.3, and 4.4.2.7.
- ii. **Level of Care** – The degree of health care that a Participant requires and the type of licensed health care facility or setting authorized to provide that degree of care (e.g., Nursing Facility Level of Care).
- jj. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- kk. **Medicaid Management Information System (MMIS)** – The eligibility, enrollment, and payment information system of the Maryland Medical Assistance Program.
- ll. **Medical Adult Day Care (MADC)** – A structured group program, licensed pursuant to COMAR 10.12.04, that provides health, social, and related support services during the day in a community-based setting to functionally disabled adults age 16 and older, as an alternative to Nursing Facility care.
- mm. **Medical Adult Day Care Services** – Medically supervised, health-related services provided in a Medical Adult Day Care program licensed pursuant to COMAR 10.12.04 to medically handicapped adults, who, due to their degree of impairment, need health maintenance and restorative services supportive to their community living as an alternative to Nursing Facility care. Services are provided to individuals enrolled in the Medical Adult Day Care waiver or as a covered waiver service to individuals enrolled in another home- and community-based services waiver program. See COMAR 10.09.07 and 10.09.61.
- nn. **Minority Business Enterprise (MBE)** – Any legal entity certified as defined at COMAR 21.01.02.01B(54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- oo. **Normal State Business Hours** - Normal State Business Hours are 8:00 a.m. – 5:00 p.m. Monday through Friday except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- pp. **Notice to Proceed (NTP)** – A written notice from the Procurement Officer (see Section 1.2ww) that, subject to the conditions of the Contract, work under the Contract is to begin as of a specified date. The start date listed in the NTP is the Go-Live Date, and is the official start date of the Contract for the actual delivery of services as described in this solicitation. After Contract Commencement, additional NTPs may be issued by either the Procurement Officer or the Department CM regarding the start date for any service included within this solicitation with a delayed or non-specified implementation date.
- qq. **Nursing Facility** – An institution licensed pursuant to COMAR 10.07.02 and certified pursuant to 42 CFR Part 483, Subpart B.
- rr. **Nursing Facility Services** – services specified in COMAR 10.09.10 rendered in licensed Nursing Facilities.
- ss. **Offeror** – An entity that submits a Proposal in response to this RFP.

- tt. **Participant** – Person who has been certified as eligible for, and is receiving, Medicaid benefits.
- uu. **Preadmission Screening and Resident Review (PASRR)** – A set of requirements under 42 CFR Part 483, Subpart C, under which a Nursing Facility may not admit an individual who has a serious mental illness, an intellectual disability, or a condition related to intellectual disability unless the appropriate state agency has: a) determined whether the individual needs the level of services that a Nursing Facility provides, and b) has identified additional services, if any, that the individual requires to address his or her mental health or intellectual disabilities.
- vv. **Preoperative Day** – The inpatient day before a surgical procedure.
- ww. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- xx. **Program** – The Maryland Medical Assistance Program.
- yy. **Programs of All-Inclusive Care for the Elderly (PACE)** – A jointly administered capitated Medicare and Medicaid program providing primary, acute, MADC, home care, and other long term care services and supports to older adults who require the Level of Care provided in a Nursing Facility. See COMAR 10.09.44.
- zz. **Proposal** – As appropriate, either or both of an Offeror's Technical or Financial Proposal.
- aaa. **Provider** – An individual, association, partnership, or an incorporated or unincorporated group of health care practitioners, duly licensed to provide services for Participants, and who, through appropriate agreement with the Department, has been issued an individual Maryland Medicaid account number; or an approved health care facility that has been issued an individual Maryland Medicaid account number.
- bbb. **Quality Improvement Organization (QIO)** – A group of health quality experts, clinicians, and consumers organized to improve the care delivered to people with Medicare, and who work under contract with the Centers for Medicare and Medicaid Services (CMS) to assist Medicare Providers with quality improvement and to review quality concerns for the protection of participants and the Medicare Trust Fund.
- ccc. **QIO-like Entity** – An organization that has been deemed by CMS to meet the requirements for a QIO, but does not work under contract with CMS as a QIO.
- ddd. **Request for Proposals (RFP)** – This Request for Proposals issued by the Department of Health and Mental Hygiene), Solicitation Number DHMH/OPASS 16-14617 dated Thursday, July 17, 2015, including any addenda.
- eee. **Retrospective Review** – A post-treatment assessment of services on a case-by-case basis after the services have been performed.
- fff. **Special Hospital** – A health care facility classified at Health-General 19-307, Annotated Code of Maryland, as defining a program of specialized services, such as pediatrics, admitting only patients with medical needs within that program; and having the facilities for and providing those specialized services.

- ggg. **Special Pediatric Hospital** – A non-Acute Care Hospital, as defined at Health-General 19-307, Annotated Code of Maryland, which provides services primarily to persons age 21 and under.
- hhh. **Special Pediatric Hospital Services** – Services rendered in Special Hospitals as defined in COMAR 10.07.01 that primarily serve Participants under age 21.
- iii. **State** – The State of Maryland.
- jjj. **Total Proposal Price** - The Offeror’s total proposed price for services in response to this solicitation, included in the Financial Proposal with Attachment F – Price Form, and used in the financial evaluation of Proposals (see RFP Section 5.3).
- kkk. **Undocumented or Unqualified Alien** - An undocumented (formerly known as illegal) alien is an individual who is not lawfully present in the United States. An unqualified (formally known as ineligible) alien is an individual that is legally or officially unable to be considered for Medicaid. The Medicaid eligibility category associated with these individuals is X02.
- lll. **Utilization Control** – A surveillance program that safeguards against unnecessary or inappropriate use of Medicaid services and against excess payments; assesses the quality of those services; and provides for the control of the utilization of services included in the scope of this RFP.
- mmm. **Utilization Control Agent (UCA)** – Another name for the Contractor.
- nnn. **Veteran-owned Small Business Enterprise (VSBE)** – A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.

1.3 Contract Type

The Contract resulting from this solicitation shall be an indefinite quantity contract with firm, fixed unit prices as defined in COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall commence as of the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required (“Contract Commencement”).
- 1.4.2 The period of time from the date of Contract Commencement through the Go-Live Date (see Section 1.2 definition and Section 1.4.3) will be the Contract “Start-up Period.” During the Start-up Period the Contractor shall perform start-up activities such as are necessary to enable the Contractor to begin the successful performance of Contract activities as of the Go-Live Date. No compensation will be paid to the Contractor for any activities it performs during the Start-up Period.
- 1.4.3 As of the Go-Live Date contained in a Notice to Proceed (see Section 1.2pp), anticipated to be on or about February 1, 2016, the Contractor shall perform all activities required by the Contract, including the requirements of this solicitation, and the offerings in its Technical Proposal, for the compensation described in its Financial Proposal.
- 1.4.4 The duration of the Contract will be for the period of time from Contract Commencement to the Go-Live Date (the Start-Up Period as described in Section 1.4.2) plus three (3) years from the Go-Live Date for the

provision of all services required by the Contract and the requirements of this solicitation. This Contract may be extended for two (2) periods of one year each at the sole discretion of the Department and at the prices quoted in the Financial Proposal Form for Option Years.

- 1.4.5 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

- 1.5.1 The sole point of contact in the State for purposes of this solicitation prior to the award of any Contract is the Procurement Officer at the address listed below:

Michael Howard, CPPB
Procurement Officer
Office of Procurement and Support Services
201 W. Preston Street, Room 416B
Baltimore, MD 21201
Phone Number: 410-767-0974 Fax Number: (410) 333-5958
E-mail: dhmh.solicitationquestions@maryland.gov.

The Department may change the Procurement Officer at any time by written notice.

- 1.5.2 The Procurement Officer designates the following individual as the Contract Officer, who is authorized to act on behalf of the Procurement Officer:

Queen Davis, CPPB
Office of Procurement and Support Services (OPASS)
201 W. Preston Street Room 416 D
Baltimore, MD 21201
Phone: (410) 767-5335 Fax: (410) 333-5958

The Department may change the Contract Officer at any time by written notice

- 1.5.3 The Procurement Officer designates the following individual as the Procurement Coordinator.

Sabrina Lewis
Procurement Coordinator
Office of Finance
Department of Health and Mental Hygiene
201 West Preston Street, Room 221
Baltimore, MD 21201
Phone Number: 410-767-1695 Fax Number: 410-333-7897

The Department may change the Procurement Coordinator at any time by written notice

1.6 Contract Monitor

The Contract Monitor (CM) (see Section 1.2t) is:

Ms. Jane Sacco, Chief, Division of Long Term Care Services

Office of Health Services
Maryland Department of Health and Mental Hygiene
201 West Preston Street, Room 119
Baltimore, Maryland 21201
Phone Number: 410-767-1736
Fax Number: 410-333-7803
Email: jane.sacco@maryland.gov

The Department may change the Contract Monitor at any time by written notice.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference (the Conference) will be held on Tuesday, July 28, 2015, beginning at 9:00 a.m. Local Time (see Section 1.2jj), at 201 W. Preston Street, Conference Room L-3. All prospective Offerors are encouraged to attend in order to facilitate better preparation of their Proposals.

The Conference will be summarized. As promptly as is feasible subsequent to the Conference, a summary of the Conference and all questions and answers known at that time will be distributed to all prospective Offerors known to have received a copy of this RFP. This summary, as well as the questions and answers, will also be posted on eMaryland Marketplace. See RFP Section 1.8.

In order to assure adequate seating and other accommodations at the Conference, please e-mail, mail, or fax 410-333-7897 the Pre-Proposal Conference Response Form to the attention of the Procurement Coordinator no later than 4:00 p.m. Local Time on Friday, July 24, 2015. The Pre-Proposal Conference Response Form is included as **Attachment E** to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please notify the Procurement Coordinator no later than Friday, July 24, 2014 at 4:00 p.m. Local Time. The Department will make a reasonable effort to provide such special accommodation.

1.8 eMarylandMarketplace

Each Offeror is requested to indicate its eMaryland Marketplace (eMM) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Proposal submission to this RFP.

eMM is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DHMH website (<http://dhmh.maryland.gov/procumnt/SitePages/procopps.aspx>) and possibly other means for transmitting the RFP and associated materials, the solicitation and summary of the Pre-Proposal Conference, Offeror questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMM.

In order to receive a contract award, a vendor must be registered on eMM. Registration is free. Go to <https://emaryland.buyspeed.com/bso/login.jsp>, click on "Register" to begin the process, and then follow the prompts.

1.9 Questions

Written questions from prospective Offerors will be accepted by the Procurement Officer prior to the Conference. If possible and appropriate, such questions will be answered at the Conference. (No substantive question will be answered prior to the Conference.) Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address dhmh.solicitationquestions@maryland.gov. Please identify in the subject line the Solicitation Number and Title. Questions, both oral and written, will also be accepted from prospective Offerors attending the Conference. If possible and appropriate, these questions will be answered at the Conference.

Questions will also be accepted subsequent to the Conference and should be submitted to the Procurement Officer (see above email address) in a timely manner prior to the Proposal due date. Questions are requested to be submitted at least five (5) days prior to the Proposal due date. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Proposal due date. Time permitting, answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors that are known to have received a copy of the RFP in sufficient time for the answer to be taken into consideration in the Proposal.

1.10 Procurement Method

This Contract will be awarded in accordance with the Competitive Sealed Proposals method under COMAR 21.05.03.

1.11 Proposals Due (Closing) Date and Time

Proposals, in the number and form set forth in Section 4.2 “Proposals” must be received by the Procurement Officer at the address listed on the Key Information Summary Sheet, no later than 2:00 p.m. Local Time on Wednesday, September 9, 2015 in order to be considered.

Requests for extension of this time or date will not be granted. Offerors mailing Proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.03.02.F and 21.05.02.10, Proposals received after the due date and time listed in this section will not be considered.

Proposals may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Proposals.

Proposals may not be submitted by e-mail or facsimile. Proposals will not be opened publicly.

Vendors not responding to this solicitation are requested to submit the “Notice to Vendors” form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the RFP immediately following the Title Page (page ii).

1.12 Multiple or Alternate Proposals

Multiple and/or alternate Proposals will not be accepted.

1.13 Economy of Preparation

Proposals should be prepared simply and economically and provide a straightforward and concise description of the Offeror’s Proposal to meet the requirements of this RFP.

1.14 Public Information Act Notice

An Offeror should give specific attention to the clear identification of those portions of its Proposal that it considers confidential and/or proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Md. Code Ann., General Provisions Article, Title 4. (Also, see RFP Section 4.4.3.2 “Claim of Confidentiality”). This confidential and/or

proprietary information should be identified by page and section number and placed after the Title Page and before the Table of Contents in the Technical Proposal and if applicable, separately in the Financial Proposal.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information must be disclosed.

1.15 Award Basis

The Contract shall be awarded to the responsible Offeror submitting the Proposal that has been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFP (see COMAR 21.05.03.03F), for providing the goods and services as specified in this RFP. See RFP Section 5 for further award information.

1.16 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal and are binding if the Contract is awarded. The Procurement Officer will notify Offerors of the time and place of oral presentations.

1.17 Duration of Proposal

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date for submission of Proposals or best and final offers if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.18 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for Proposals, the Department shall endeavor to provide addenda to all prospective Offerors that were sent this RFP or which are otherwise known by the Procurement Officer to have obtained this RFP. In addition, addenda to the RFP will be posted on the Department's procurement web page and through eMM. It remains the responsibility of all prospective Offerors to check all applicable websites for any addenda issued prior to the submission of Proposals. Addenda made after the due date for Proposals will be sent only to those Offerors that submitted a timely Proposal and that remain under award consideration as of the issuance date of the addenda.

Acknowledgment of the receipt of all addenda to this RFP issued before the Proposal due date shall be included in the Transmittal Letter accompanying the Offeror's Technical Proposal (see RFP Section 4.4.2.3). Acknowledgement of the receipt of addenda to the RFP issued after the Proposal due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Offeror from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.19 Cancellations

The State reserves the right to cancel this RFP, accept or reject any and all Proposals, in whole or in part, received in response to this RFP, to waive or permit the cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State also

reserves the right, in its sole discretion, to award a Contract based upon the written Proposals received without discussions or negotiations.

1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Offeror in preparing and submitting a Proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities related to submitting a Proposal in response to this solicitation.

1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.22 Offeror Responsibilities

The selected Offeror shall be responsible for all products and services required by this RFP. All subcontractors must be identified and a complete description of their role relative to the Proposal must be included in the Offeror's Proposal. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this RFP (see Section 1.33 "Minority Business Enterprise Goals" and Section 1.41 "Veteran-Owned Small Business Enterprise Goals").

If an Offeror that seeks to perform or provide the services required by this RFP is the subsidiary of another entity, all information submitted by the Offeror, including but not limited to references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Offeror, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Offeror shall submit with its Proposal an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.

A parental guarantee of the performance of the Offeror under this Section will not automatically result in crediting the Offeror with the experience and/or qualifications of the parent under any evaluation criteria pertaining to the Offeror's experience and qualifications. Instead, the Offeror will be evaluated on the extent to which the State determines that the experience and qualification of the parent are transferred to and shared with the Offeror, the parent is directly involved in the performance of the Contract, and the value of the parent's participation as determined by the State.

1.23 Substitution of Personnel

A. Continuous Performance of Key Personnel

Unless substitution is approved per paragraphs B-D of this section, Key Personnel shall be the same personnel proposed in the Contractor's Technical Proposal, which will be incorporated into the Contract by reference. Such identified Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the Contractor from working under this Contract, as described in the RFP or the Contractor's Technical Proposal, without the prior written approval of the CM.

If the Contract is task order based, the provisions of this section apply to Key Personnel identified in each task order proposal and agreement.

B. Definitions

For the purposes of this section, the following definitions apply:

Extraordinary Personal Circumstance – means any circumstance in an individual’s personal life that reasonably requires immediate and continuous attention for more than fifteen (15) days and that precludes the individual from performing his/her job duties under this Contract. Examples of such circumstances may include, but are not limited to: a sudden leave of absence to care for a family member who is injured, sick, or incapacitated; the death of a family member, including the need to attend to the estate or other affairs of the deceased or his/her dependents; substantial damage to, or destruction of, the individual’s home that causes a major disruption in the individual’s normal living circumstances; criminal or civil proceedings against the individual or a family member; jury duty; and military service call-up.

Incapacitating – means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual’s position in the RFP or the Contractor’s Technical Proposal.

Sudden – means when the Contractor has less than thirty (30) days’ prior notice of a circumstance beyond its control that will require the replacement of any Key Personnel working under the Contract.

C. Key Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of staff substitution described in paragraph D of this section.

1. The Contractor shall demonstrate to the CM’s satisfaction that the proposed substitute Key Personnel have qualifications at least equal to those of the Key Personnel for whom the replacement is requested.
2. The Contractor shall provide the CM with a substitution request that shall include:
 - A detailed explanation of the reason(s) for the substitution request;
 - The resume of the proposed substitute personnel, signed by the substituting individual and his/her formal supervisor;
 - The official resume of the current personnel for comparison purposes; and
 - Any evidence of any required credentials.
3. The CM may request additional information concerning the proposed substitution. In addition, the CM and/or other appropriate State personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
4. The CM will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. The CM will not unreasonably withhold approval of a requested Key Personnel replacement.

D. Replacement Circumstances

1. Voluntary Key Personnel Replacement

To voluntarily replace any Key Personnel, the Contractor shall submit a substitution request as described in paragraph C of this section to the CM at least fifteen (15) days prior to the intended date of change. Except in a circumstance described in paragraph D.2 of this clause, a substitution may not occur unless and until the CM approves the substitution in writing.

2. Key Personnel Replacement Due to Vacancy

The Contractor shall replace Key Personnel whenever a vacancy occurs due to the sudden termination, resignation, leave of absence due to an Extraordinary Personal Circumstance, Incapacitating injury, illness or physical condition, or death of such personnel. (A termination or resignation with thirty (30) days or more advance notice shall be treated as a Voluntary Key Personnel Replacement as per Section D.1 of this section.).

Under any of the circumstances set forth in this paragraph D.2, the Contractor shall identify a suitable replacement and provide the same information or items required under paragraph C of this section within fifteen (15) days of the actual vacancy occurrence or from when the Contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.

3. Key Personnel Replacement Due to an Indeterminate Absence

If any Key Personnel has been absent from his/her job for a period of ten (10) days due to injury, illness, or other physical condition, leave of absence under a family medical leave, or an Extraordinary Personal Circumstance and it is not known or reasonably anticipated that the individual will be returning to work within the next twenty (20) days to fully resume all job duties, before the 25th day of continuous absence, the Contractor shall identify a suitable replacement and provide the same information or items to the CM as required under paragraph C of this section.

However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by the CM, at the option and sole discretion of the CM, the original personnel may continue to work under the Contract, or the replacement personnel will be authorized to replace the original personnel, notwithstanding the original personnel's ability to return.

4. Directed Personnel Replacement

- a. The CM may direct the Contractor to replace any personnel who are perceived as being unqualified, non-productive, unable to fully perform the job duties due to full or partial Incapacity or Extraordinary Personal Circumstance, disruptive, or known, or reasonably believed, to have committed a major infraction(s) of law, agency, or Contract requirements. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in paragraph 4.b. If after such remediation the CM determines that the personnel performance has not improved to the level necessary to continue under the Contract, if at all possible at least fifteen (15) days notification of a directed replacement will be provided. However, if the CM deems it necessary and in the State's best interests to remove the personnel with less than fifteen (15) days' notice, the CM can direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.

In circumstances of directed removal, the Contractor shall, in accordance with paragraph C of this section, provide a suitable replacement for approval within fifteen (15) days of the notification of the need for removal, or the actual removal, whichever occurs first.

- b. If deemed appropriate in the discretion of the CM, the CM shall give written notice of any personnel performance issues to the Contractor, describing the problem and delineating the remediation requirement(s). The Contractor shall provide a written Remediation Plan within ten (10) days of the date of the notice and shall implement the Remediation Plan immediately upon written acceptance by the CM. If the CM rejects the Remediation Plan, the Contractor shall revise and resubmit the plan to the CM within five (5) days, or in the timeframe set forth by the CM in writing.

Should performance issues persist despite the approved Remediation Plan, the CM will give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of personnel whose performance is at issue with a qualified substitute, including requiring the immediate removal of the Key Personnel at issue.

Replacement or substitution of personnel under this section shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Contractual Terms

By submitting a Proposal in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP and the Contract, attached herein as **Attachment A**. Any exceptions to this RFP or the Contract shall be clearly identified in the Executive Summary of the Technical Proposal. **A Proposal that takes exception to these terms may be rejected (see RFP Section 4.4.2.4).**

1.25 Bid/Proposal Affidavit

A Proposal submitted by an Offeror must be accompanied by a completed Bid/Proposal Affidavit. A copy of this Affidavit is included as **Attachment B** of this RFP.

1.26 Contract Affidavit

All Offerors are advised that if a Contract is awarded as a result of this solicitation, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included as **Attachment C** of this RFP. This Affidavit must be provided within five (5) Business Days (see Section 1.2 i) of notification of proposed Contract award. This Contract Affidavit is also required to be submitted by the Contractor with any Contract renewal, including the exercise of any options or modifications that may extend the Contract term. For purposes of completing Section "B" of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), note that a business entity that is organized outside of the State of Maryland is considered to be a "foreign" business.

1.27 Compliance with Laws/Arrearages

By submitting a Proposal in response to this RFP, the Offeror, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.

By submitting a response to this solicitation, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.28 Verification of Registration and Tax Payment

Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <http://sdatcert3.resiusa.org/ucc-charter/>.

It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of Proposals. An Offeror's failure to complete registration with SDAT may disqualify an otherwise successful Offeror from final consideration and recommendation for Contract award.

1.29 False Statements

Offerors are advised that Md. Code Ann., State Finance and Procurement Article, § 11-205.1 provides as follows:

1.29.1 In connection with a procurement contract a person may not willfully:

- (a) Falsify, conceal, or suppress a material fact by any scheme or device;
- (b) Make a false or fraudulent statement or representation of a material fact; or
- (c) Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.

1.29.2 A person may not aid or conspire with another person to commit an act under subsection (1) of this section.

1.29.3 A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five years or both.

1.30 Payments by Electronic Funds Transfer

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller's Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The selected Bidder/Offeror shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller's website at:

http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf

1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs (GOMA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see **Attachment A**). Additional information is available on GOMA's website at:

<http://goma.maryland.gov/Documents/Legislation/PromptPaymentFAQs.pdf>

1.32 Electronic Procurements Authorized

- A. Under COMAR 21.03.05, unless otherwise prohibited by law, the Department may conduct procurement transactions by electronic means, including the solicitation, bidding, award, execution, and administration of a

contract, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.

- B. Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder/Offeror to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the solicitation or the Contract.
- C. “Electronic means” refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emaryland.buyspeed.com/bsol/>), and electronic data interchange.
- D. In addition to specific electronic transactions specifically authorized in other sections of this solicitation (e.g., § 1.30 “Payments by Electronic Funds Transfer”) and subject to the exclusions noted in section E of this subsection, the following transactions are authorized to be conducted by electronic means on the terms described:
 - 1. The Procurement Officer may conduct the procurement using eMM, e-mail, or facsimile to issue:
 - (a) the solicitation (e.g., the IFB/RFP);
 - (b) any amendments;
 - (c) pre-Bid/Proposal conference documents;
 - (d) questions and responses;
 - (e) communications regarding the solicitation or Bid/Proposal to any Bidder/Offeror or potential Bidder/Offeror;
 - (f) notices of award selection or non-selection; and
 - (g) the Procurement Officer’s decision on any Bid protest or Contract claim.
 - 2. A Bidder/Offeror or potential Bidder/Offeror may use e-mail or facsimile to:
 - (a) ask questions regarding the solicitation;
 - (b) reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer’s request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
 - (c) submit a "No Bid/Proposal Response" to the solicitation.
 - 3. The Procurement Officer, the CM, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section E of this subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or CM.
- E. The following transactions related to this procurement and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:
 - 1. submission of initial Bids or Proposals;
 - 2. filing of Bid Protests;
 - 3. filing of Contract Claims;
 - 4. submission of documents determined by the Department to require original signatures (e.g., Contract execution, Contract modifications, etc.); or
 - 5. any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder/Offeror be provided in writing or hard copy.

- F. Any facsimile or e-mail transmission is only authorized to the facsimile numbers or e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or CM.

1.33 Minority Business Enterprise Goals

1.33.1 Establishment of Goal and Subgoals.

An overall MBE subcontractor participation goal of **27%** of the total contract dollar amount as set forth in the Offeror's Price Proposal (Attachment F), including all option years, if any, has been established for this procurement.

In addition, the following subgoals have been established for this procurement:

- 7% for African-American MBEs, and
- 12% for Woman-Owned MBEs.

Notwithstanding any subgoals established above, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.

1.33.2 Attachments D-1 to D-5 – The following Minority Business Enterprise participation instructions, and forms are provided to assist Bidders/Offerors:

Attachment D-1A	MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (must be submitted with Bid/Proposal)
Attachment D-1B	Waiver Guidance
Attachment D-1C	Good Faith Efforts Documentation to Support Waiver Request
Attachment D-2	Outreach Efforts Compliance Statement
Attachment D-3A	MBE Subcontractor Project Participation Certification
Attachment D-3B	MBE Prime Project Participation Certification
Attachment D-4A	Prime Contractor Paid/Unpaid MBE Invoice Report
Attachment D-4B	MBE Prime Contractor Report
Attachment D-5	Subcontractor/Contractor Unpaid MBE Invoice Report

1.33.3 A Bidder/Offeror shall include with its Bid/Proposal a completed MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) whereby:

- The Bidder/Offeror acknowledges the certified MBE participation goal and commits to make a good faith effort to achieve the goal and any applicable subgoals, or requests a waiver, and affirms that MBE subcontractors were treated fairly in the solicitation process; and
- The Bidder/Offeror responds to the expected degree of MBE participation, as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of total contract value associated with each MBE subcontractor identified on the MBE participation schedule, including any work performed by the MBE Prime (including a Prime participating as a joint venture) to be counted towards meeting the MBE participation goals.
- A Bidder/Offeror requesting a waiver should review Attachment D-1B (Waiver Guidance) and D-1C (Good Faith Efforts Documentation to Support Waiver Request) prior to submitting its request.

If a Bidder/Offeror fails to submit a completed Attachment D-1A with the Bid/Proposal as required, the Procurement Officer shall determine that the Bid is non-responsive or the Proposal is not reasonably susceptible of being selected for award.

- 1.33.4 Bidders/Offerors are responsible for verifying that each MBE (including any MBE Prime and/or MBE Prime participating in a joint venture) selected to meet the goal and any subgoals and subsequently identified in **Attachment D-1A** is appropriately certified and has the correct NAICS codes allowing it to perform the committed work.
- 1.33.5 Within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, the Bidder/Offeror must provide the following documentation to the Procurement Officer.
- (a) Outreach Efforts Compliance Statement (**Attachment D-2**).
 - (b) MBE Subcontractor/Prime Project Participation Certification (**Attachment D-3A/3B**).
 - (c) If the recommended awardee believes a waiver (in whole or in part) of the overall MBE goal or of any applicable subgoal is necessary, the recommended awardee must submit a fully-documented waiver request that complies with COMAR 21.11.03.11.
 - (d) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the certified MBE subcontractor participation goal or any applicable subgoals.

If the recommended awardee fails to return each completed document within the required time, the Procurement Officer may determine that the recommended awardee is not responsible and, therefore, not eligible for Contract award. If the Contract has already been awarded, the award is voidable.

- 1.33.6 A current directory of certified MBEs is available through the Maryland State Department of Transportation (MDOT), Office of Minority Business Enterprise, 7201 Corporate Center Drive, Hanover, Maryland 21076. The phone numbers are (410) 865-1269, 1-800-544-6056, or TTY (410) 865-1342. The directory is also available on the MDOT website at <http://mbe.mdot.state.md.us/directory/>. The most current and up-to-date information on MBEs is available via this website. **Only MDOT-certified MBEs may be used to meet the MBE subcontracting goals.**
- 1.33.7 The Contractor, once awarded a Contract, will be responsible for submitting or requiring its subcontractor(s) to submit the following forms to provide the State with ongoing monitoring of MBE Participation:
- (a) **Attachment D-4A** (Prime Contractor Paid/Unpaid MBE Invoice Report).
 - (b) **Attachment D- 4B** (MBE Prime Contractor Report, *if applicable*)
 - (c) **Attachment D-5** (MBE Subcontractor/Contractor Unpaid MBE Invoice Report).
- 1.33.8 A Bidder/Offeror that requested a waiver of the goal or any of the applicable subgoals will be responsible for submitting the Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**) and all documentation within ten (10) Business Days from notification that it is the recommended awardee or from the date of the actual award, whichever is earlier, as required in **COMAR 21.11.03.11**.
- 1.33.9 All documents, including the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule (**Attachment D-1A**), completed and submitted by the Bidder/Offeror in connection with its certified MBE participation commitment shall be considered a part of the resulting Contract and are hereby expressly incorporated into the Contract by reference thereto. All of the referenced documents will be considered a part of the Bid/Proposal for order of precedence purposes (see Contract – **Attachment A**, Section 2.1).

- 1.33.10 The Bidder/Offeror is advised that liquidated damages will apply in the event the Contractor fails to comply in good faith with the requirements of the MBE program and pertinent Contract provisions. (See Contract – **Attachment A**, Section 32).
- 1.33.11 As set forth in COMAR 21.11.03.12-1(D), when a certified MBE firm participates on a Contract as a Prime Contractor (including a joint-venture where the MBE firm is a partner), a procurement agency may count the distinct, clearly defined portion of the work of the contract that the certified MBE firm performs with its own work force towards fulfilling up to fifty-percent (50%) of the MBE participation goal (overall) and up to one hundred percent (100%) of not more than one of the MBE participation sub-goals, if any, established for the contract.

In order to receive credit for self-performance, an MBE Prime must list its firm in Section 4A of the MBE Participation Schedule (**Attachment D-1A**) and include information regarding the work it will self-perform. For the remaining portion of the overall goal and the sub-goals, the MBE Prime must also identify certified MBE subcontractors (see Section 4B of the MBE Participation Schedule (**Attachment D-1A**) used to meet those goals. If dually-certified, the MBE Prime can be designated as only one of the MBE sub-goal classifications but can self-perform up to 100% of the stated sub-goal.

As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE Prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract.

1.33.12 With respect to Contract administration, the Contractor shall:

- (a) Submit to the Department's designated representative by the 10th of the month following the reporting period:
 - i. A Prime Contractor Paid/Unpaid MBE Invoice Report (**Attachment D-4A**) listing any unpaid invoices, over 45 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made; and
 - ii. (If Applicable) An MBE Prime Contractor Report (**Attachment D-4B**) identifying an MBE Prime's self-performing work to be counted towards the MBE participation goals.
- (b) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit to the Department's designated representative by the 10th of the month following the reporting period an MBE Subcontractor Paid/Unpaid Invoice Report (**Attachment D-5**) that identifies the Contract and lists all payments to the MBE subcontractor received from the Contractor in the preceding reporting period month, as well as any outstanding invoices, and the amounts of those invoices.
- (c) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the Contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (d) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the Contract.
- (e) Upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.34 Living Wage Requirements

Maryland law requires that Contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code, State Finance and Procurement, § 18-101 *et al.* The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a Contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a living wage to covered employees; or receive a waiver from Living Wage reporting requirements. *See* COMAR 21.11.10.05.

If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.

Additional information regarding the State's living wage requirement is contained in **Attachment G**. Bidders/Offerors must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**) with their Bid/Proposal. If a Bidder/Offeror fails to complete and submit the required documentation, the State may determine a Bidder/Offeror to be not responsible under State law.

Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located.

The Contract resulting from this solicitation will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder/Offeror must identify in its Bid/Proposal the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.

- If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
- If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, this Contract will be determined to be a Tier 1 Contract.

Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.

NOTE: Whereas the Living Wage may change annually, the Contract price may not be changed because of a Living Wage change.

1.35 Federal Funding Acknowledgement

1.35.1 There are programmatic conditions that apply to this Contract due to Federal funding. (See **Attachment H**).

- 1.35.2 The total amount of Federal funds allocated for the Medical Care Programs Administration is \$5 billion in Maryland State fiscal year 2015. This represents 57% of all funds budgeted for the unit in that fiscal year. This does not necessarily represent the amount of funding available for any particular grant, contract, or solicitation.
- 1.35.3 This Contract contains federal funds. The source of these federal funds is: Medicaid Title XIX. The CFDA number is: 93.778. The conditions that apply to all federal funds awarded by the Department are contained in Federal Funds **Attachment H**. Any additional conditions that apply to this particular federally-funded contract are contained as supplements to Federal Funds **Attachment H** and Bidders/Offerors are to complete and submit these Attachments with their Bid/Proposal as instructed in the Attachments. Acceptance of this agreement indicates the Bidder/Offeror's intent to comply with all conditions, which are part of this Contract.

1.36 Conflict of Interest Affidavit and Disclosure

Bidders/Offerors shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment I**) and submit it with their Bid/Proposal. All Bidders/Offerors are advised that if a Contract is awarded as a result of this solicitation, the Contractor's personnel who perform or control work under this Contract and each of the participating subcontractor personnel who perform or control work under this Contract shall be required to complete agreements substantially similar to **Attachment I** Conflict of Interest Affidavit and Disclosure. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.

1.37 Non-Disclosure Agreement

All Bidders/Offerors are advised that this solicitation and any resultant Contract(s) are subject to the terms of the Non-Disclosure Agreement (NDA) contained in this solicitation as **Attachment J**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal.

1.38 HIPAA - Business Associate Agreement

Based on the determination by the Department that the functions to be performed in accordance with this solicitation constitute Business Associate functions as defined in HIPAA (see Section 1.2cc), the recommended awardee shall execute a Business Associate Agreement as required by HIPAA regulations at 45 C.F.R. §164.501 and set forth in **Attachment K**. This Agreement must be provided within five (5) Business Days of notification of proposed Contract award; however, to expedite processing, it is suggested that this document be completed and submitted with the Bid/Proposal. Should the Business Associate Agreement not be submitted upon expiration of the five (5) Business Day period as required by this solicitation, the Procurement Officer, upon review of the Office of the Attorney General and approval of the Secretary, may withdraw the recommendation for award and make the award to the responsible Bidder/Offeror with the next lowest Bid or next highest overall-ranked Proposal.

1.39 Nonvisual Access

This solicitation does not contain Information Technology (IT) provisions requiring Nonvisual Access.

1.40 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.41 Veteran-Owned Small Business Enterprise Goal

1.41.1 NOTICE TO BIDDERS/OFFERORS

Questions or concerns regarding the Veteran-Owned Small Business Enterprise (VSBE) (see Section 1.2nnn) participation goal of this solicitation must be raised before the due date for submission of Bids/Proposals.

1.41.2 PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the VSBE participation goal stated in this solicitation. VSBE performance must be in accordance with this section and **Attachment M**, as authorized by COMAR 21.11.13. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this section and **Attachment M**.

Veteran-Owned Small Business Enterprises, or VSBEs, must be verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs. The listing of verified VSBEs may be found at <http://www.vetbiz.gov>.

1.41.3 VSBE GOAL

A VSBE participation goal of **1%** of the total Contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the Bidder or Offeror agrees that this percentage of the total dollar amount of the Contract will be performed by verified veteran-owned small business enterprises.

1.41.4 SOLICITATION AND CONTRACT FORMATION

A Bidder/Offeror must include with its Bid/Proposal a completed Veteran-Owned Small Business Enterprise Utilization Affidavit and Prime/Subcontractor Participation Schedule (**Attachment M-1**) whereby:

- (1) the Bidder/Offeror acknowledges it: a) intends to meet the VSBE participation goal; or b) requests a full or partial waiver of the VSBE participation goal. If the Bidder/Offeror commits to the full VSBE goal or requests a partial waiver, it shall commit to making a good faith effort to achieve the stated goal.
- (2) the Bidder/Offeror responds to the expected degree of VSBE participation as stated in the solicitation, by identifying the specific commitment of VSBEs at the time of Bid/Proposal submission. The Bidder/Offeror shall specify the percentage of contract value associated with each VSBE prime/subcontractor identified on the VSBE Participation Schedule.

As set forth in COMAR 21.11.13.05.B(2), when a verified VSBE firm participates on a Contract as a Prime Contractor, a procurement agency may count the distinct, clearly defined portion of the work of the contract that the VSBE Prime Contractor performs with its own work force towards meeting up to one hundred percent (100%) of the VSBE goal.

In order to receive credit for self-performance, a VSBE Prime must list its firm in the VSBE Prime/Subcontractor Participation Schedule (**Attachment M-1**) and include information regarding the work it will self-perform. For any remaining portion of the VSBE goal that is not to be performed by the VSBE Prime, the VSBE Prime must also identify verified VSBE subcontractors used to meet the remainder of the goal.

Within 10 Business Days from notification that it is the apparent awardee, the awardee must provide the following documentation to the Procurement Officer.

- (1) VSBE Project Participation Statement (**Attachment M-2**);

- (2) If the apparent awardee believes a full or partial waiver of the overall VSBE goal is necessary, it must submit a fully-documented waiver request that complies with COMAR 21.11.13.07; and
- (3) Any other documentation required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award.

1.41.5 CONTRACT ADMINISTRATION REQUIREMENTS

The Contractor, once awarded the Contract shall:

- (1) Submit monthly to the Department a report listing any unpaid invoices, over 45 days old, received from any VSBE subcontractor, the amount of each invoice, and the reason payment has not been made. (**Attachment M-3**)
- (2) Include in its agreements with its VSBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (**Attachment M-4**)
- (3) Maintain such records as are necessary to confirm compliance with its VSBE participation obligations. These records must indicate the identity of VSBE and non-VSBE subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. The subcontract agreement documenting the work performed by all VSBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (4) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the VSBE participation obligations. The Contractor must retain all records concerning VSBE participation and make them available for State inspection for three years after final completion of the Contract.
- (5) At the option of the procurement agency, upon completion of the Contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from VSBE subcontractors.

1.42 Location of the Performance of Services Disclosure

The Bidder/Offeror is required to complete the Location of the Performance of Services Disclosure. A copy of this Disclosure is included as **Attachment N**. The Disclosure must be provided with the Bid/Proposal.

1.43 Department of Human Resources (DHR) Hiring Agreement

This solicitation does not require a DHR Hiring Agreement.

1.44 Small Business Reserve (SBR) Procurement

This solicitation is not designated as a Small Business Reserve (SBR) Procurement.

SECTION 2 – MINIMUM QUALIFICATIONS

2.1 Offeror Minimum Qualifications

The Offeror must provide proof with its Proposal that the following Minimum Qualifications have been met:

- 2.1.1 The Offeror shall have a minimum of two (2) years of experience in making Level of Care determinations for long term care services and conducting utilization control for both acute and long term care services. As proof of meeting this requirement, the Offeror shall provide with its Proposal at least one reference from within the past five years who is able to attest to the Offeror's experience in making Level of Care determinations and providing utilization control for a minimum of two (2) years (see Section 4.4.2.9).
- 2.1.2 The Offeror shall be a federally designated Quality Improvement Organization (QIO) or QIO-like entity as defined by the Centers for Medicare and Medicaid Services (see Section 1.2 bbb and ccc). As proof of meeting this requirement, Offerors shall provide a copy of its current certification documenting its designation as either a QIO or QIO-like entity as an attachment to its Transmittal Letter (see Section 4.4.2.3).
- 2.1.3 The Offeror shall be independent from the State Medicaid Agency and from any Provider that is potentially subject to audit. For the purposes of this qualification, "independent" means the UCA shall not have an auditing, accounting or any other relationship with any Provider affected by the Contract resulting from this RFP that, in the sole judgment of the Department, would impair the independent, unbiased work of the Offeror. The Offeror shall not be a subsidiary or Contractor for any Provider potentially subject to audit. As proof of meeting this requirement, the Offeror shall complete **Attachment I – Conflict of Interest Affidavit and Disclosure**.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

The State is issuing this solicitation for the purposes of contracting with a Utilization Control Agent (UCA) (see Section 1.2mmm) to perform the services referenced in this Section. The Contractor shall be charged with the responsibility of conducting utilization control to ensure that:

- A. Medical services are authorized only when medically necessary;
- B. Medical services provided in a hospital on an inpatient basis are authorized only when such services cannot be effectively provided on an outpatient basis or more effectively and efficiently in a facility of a different type;
- C. Medical services provided in a Nursing Facility (see Section 1.2qq), Chronic Hospital (see Section 1.2k), Special Pediatric Hospital (see Section 1.2ggg), or in a community-based program are authorized only when an individual is appropriately determined to be medically eligible for those services;
- D. Medical services provided to Participants meet professionally recognized standards of quality;
- E. All authorized medical services are provided in an effective and efficient manner; and
- F. Abuses of utilization or payment are identified, monitored, and reported to the Department.

3.2 Scope of Work - Requirements

3.2.1 Operational Requirements

3.2.1.1 Data Exchange from Department to Contractor

- A. Eligibility File - The Contractor shall maintain and utilize the most current enrollment information populated with data provided by the Department via the CM or designee to verify active Program (see Section 1.2xx) enrollment prior to performing reviews when necessary. The Contractor shall replicate the Participant eligibility data structure by applying the daily transactions and then synchronizing this structure to their own internal systems as appropriate. The Department shall provide daily enrollment information from MMIS (see Section 1.2kk), including demographic, eligibility span, third party liability data, buy-in data, third party liability carrier data, and ID link files, to the Contractor. The Contractor will use the Department's key, which is the original Medical Assistance ID, to link all data from the files together for a Participant. The Contractor shall use the original ID to store and identify Participants in their internal system. In turn for receiving the files, the Contractor shall:
 - 1. Operate a system that electronically accepts MMIS eligibility change files (add, change, delete) from the Department on a daily basis;
 - 2. Operate a system that electronically accepts full replacement files from MMIS periodically, as determined by the Department;
 - 3. Provide the Department with counts of eligible Participants to ensure accurate eligibility information is being maintained, with frequency and format of counts to be determined by the Department;
 - 4. Determine whether a person requesting a service is eligible for a specific service, pursuant to Program policy;
 - 5. Verify prior to review that the Participant was eligible for services on the date of service; and
 - 6. Verify prior to review that the Provider is an active and contracted Maryland Medicaid Provider.
- B. Provider Files - The Contractor shall acquire and maintain an accurate and efficient system to receive Department Provider flat files weekly. The Contractor shall have the ability to receive full replacement files for Providers.

- 3.2.1.2 Data Exchange from Contractor to Department – The Contractor shall maintain a system to send and receive all electronic authorization files to and from the Department by designated time frames.
- 3.2.1.3 Information Technology Systems – The Contractor shall develop, maintain, and update the information technology systems necessary to conduct the activities in Sections 3.2.4 through 3.2.7 efficiently. The Contractor shall inform the Department in advance of any changes to information technology systems the Contractor has developed to implement these activities.
- 3.2.1.4 Technical Capabilities – The Contractor shall establish connectivity via Connect:Direct software to the Annapolis Data Center. The Annapolis Data Center uses an IP solution for their Connect:Direct customers. The IP connection using Connect:Direct will be over the Internet, not a private connection to the Annapolis Data Center. With the connection via the Internet, it is mandatory to utilize the IBM Sterling Secure+ add on feature, which is additional Connect: Direct required software the Contractor shall purchase. Connect:Direct by IBM Sterling Commerce is the supported connectivity standards for file exchange between the Annapolis Data Center and vendors of the State of Maryland. The Contractor shall also obtain the Sterling Certificate Wizard, a free download, to create SSL certificates to be used with the IBM Sterling Secure+ add on.
- 3.2.1.5 LTSS/Maryland – The Contractor shall utilize Long Term Services & Supports (LTSS/Maryland), a web-based software system designed to process and track enrollment in a variety of Maryland Medicaid home and community-based programs, for carrying out the following review functions:
- A. Medical eligibility assessments and reviews for Medical Adult Day Care Services Waiver (MADC) (see Section 1.2ll), Home- and Community-Based Options Waiver (Community Options or CO) (see Section 1.2ee), Increased Community Services (ICS) (see Section 1.2gg), Community First Choice (CFC) (see Section 1.2n), Home- and Community-Based Services Waiver for Individuals with Brain Injury (Brain Injury Waiver or BI) (see Section 1.2ff), Community Personal Assistance Services (CPAS) (see Section 1.2o), and other programs for which the Department decides to utilize LTSS.
 - B. Auto-approval Validation and Analysis (see Section 1.2h).
- 3.2.1.6 Electronic processes for non-LTSS review elements – For review elements not delineated in Section 3.2.1.5, the Contractor shall use an online system for receiving and processing reviews. This system shall have the following capabilities:
- A. User-friendly interface with screens to enter data replicating the hard copy forms in **Attachment P**;
 - B. User-friendly screens and processes for Department staff for inquiry and updating;
 - C. Ability to attach electronic or scanned documents to review requests;
 - D. Optical character recognition capability;
 - E. Ability to edit and resubmit previously submitted requests;
 - F. Generation of accurate automated letters and notices, in a format to be approved by the Department;
 - G. Ability to automatically approve requests that meet Departmentally-determined profiles;
 - H. Auto-assignment of “temporary” IDs for cases where the Applicant (see Section 1.2 f) has not been determined to be Medicaid-eligible;

- I. Ability for the user to print a submission;
- J. Ability for the Department or Contractor to print a record of a review, including user-submitted request, uploaded documents, case notes, and other correspondence, in a format acceptable to the Department;
- K. Searchable database to enable designated Department staff to “create” ad hoc reports as needed;
- L. Ability to accurately generate reports required in Section 3.2.3.4 of this RFP in the formats provided in Attachments Q - V, including real-time reports as requested by the Department;
- M. Ability to make changes to the system timely when there are changes in law, regulation, Program policy, and/or other changes required by the Department;
- N. Security in accordance with HIPAA and other applicable laws and regulations;
- O. Adequate tracking of cases to ensure that cases are completed in accordance with Contract provisions regarding timeliness and accuracy;
- P. Provision for automated responses of case outcomes as desired by the Department (for example via automated fax or e-mail alert);
- Q. Ability to send daily DHMH Form 3808 authorization files in the format provided in **Attachment Z**;
- R. Ability to alert users to a change in status or to the need for additional information or other response via secure e-mail or fax;
- S. Ability to save partially completed requests and permit the requestor to complete at a later time;
- T. Ability to receive and process online DHMH 257 Forms, and convey the certified forms electronically and/or manually to the local departments of social services or other entity determining eligibility; and
- U. Ability to accept electronic signatures from Contractor, Providers, and Department users.

- 3.2.1.7 Web-Based Access – The Contractor shall ensure that DHMH employees authorized by the CM have web-based access, as necessary, to the Contractor’s databases related to the Contract.
- 3.2.1.8 The Contractor shall ensure that secure protection, backup and disaster recovery measures are in place and operational as of the start of the Contract and for the duration of the Contract, and shall ensure the integrity of the data and availability of the data to the Department.
- 3.2.1.9 The Contractor shall conduct reviews using reference materials from both Version 9 and Version 10 of the International Classification of Diseases (ICD). The Contractor shall use both diagnosis and procedure codes from Version 9, found in volumes 1, 2, and 3 of the ICD-9-CM for Hospitals and Payers. The Contractor shall use both diagnosis and procedure codes from Version 10 - diagnoses found in ICD-10-CM and procedures found in ICD-10-PCS.
- 3.2.1.10 The Contractor shall perform system updates as requested by the Department. Changes, corrections or enhancements to the system shall be characterized as a system improvement. These changes may result from a determination by the Contractor or the Department when a deficiency exists within the Contractor’s system. Any changes, corrections or enhancements recommended by the Contractor shall be subject to Departmental approval before implementation.

- 3.2.1.11 The Department shall advise the Contractor of changes to MMIS throughout the Contract period. The Contractor shall adapt to any and all changes to MMIS in order to fulfill all the tasks outlined in this RFP.
- 3.2.1.12 The Contractor shall not at any time during the duration of this Contract have an auditing, accounting or any other relationship with any State Medicaid Agency or any Provider affected by the Contract resulting from this RFP that, in the sole judgment of the Department, impairs the independent, unbiased work of the Contractor in the performance of this Contract.
- 3.2.1.13 The Contractor shall throughout the duration of the Contract remain a federally-designated QIO or QIO-like entity as defined by the Centers for Medicare and Medicaid Services. In the event the Contractor is re-certified during the Contract, the Contractor shall submit a copy of re-certification document to the CM within 10 Business Days of its re-certification.

3.2.2 Office Location and Staffing Requirements

- 3.2.2.1 Office Location – The Contractor shall maintain a local, physical office within a 40 mile radius of Baltimore City. At a minimum, the following staff shall be physically located in the local office: Project Director, Medical Director, two full-time managers, two full-time Physician Advisors, and nursing staff.
- 3.2.2.2 Staffing Assurances – The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors or any other person acting for or on behalf of the Contractor, are legally authorized to render services described in the Contract under applicable state law or regulations. The Contractor shall not have an employment, consulting or any other agreement with a person that has been debarred or suspended by any Federal or State agency, licensing agency or certification board for the provision of items or services related to the entity’s contractual obligation with the State. In addition, staff may not have secondary employment with Providers that are subject to reviews as outlined in Section 3.2.4 through 3.2.7 of this RFP.
- 3.2.2.3 Key Personnel – The following Key Personnel (see Section 1.2hh) are required for fulfillment of the obligations of this Contract and subject to the provisions of Section 1.23:
 - A. A FTE (see Section 1.2aa) Project Director dedicated 100% to this Contract, specifically responsible for the coordination and operation of all aspects of the Contract.
 - B. A FTE Medical Director, who is licensed as a physician in the State of Maryland and dedicated 100% to this Contract, specifically responsible for providing medical guidance to nursing staff, and the Physician Advisors. The Medical Director will also, when necessary, provide expert testimony at administrative hearings in support of the denial for all types of reviews (e.g., DHMH Form 3808 reviews, DHMH Form 4527 reviews, reconsiderations, Emergency Admissions reviews for Undocumented or Unqualified Aliens, etc.) as necessary.
 - C. Two FTE Physician Advisors who are licensed as physicians in the State of Maryland and dedicated 100% to this Contract. One Physician Advisor will be dedicated to Acute Care and the other Physician Advisor will be dedicated to Non-Acute Care. These physicians will be responsible for reviewing all denials of medical necessity, providing medical guidance to nursing staff, providing expert testimony at administrative hearings in support of the denial of services for all types of reviews, as necessary.
 - D. Three FTE managers who report to the Project Director; one dedicated to Acute Care, one dedicated to non-acute care (Chronic Hospitals, Special Pediatric Hospitals, Nursing Facilities, home- and community-

based services excluding home- and community-based services assessments), and the third dedicated to home- and community-based services assessments.

- E. An experienced Information Technology Director to manage all necessary data functions including eligibility processing and confirmation, service request processing, and reporting.

3.2.2.4 Support Staff

- A. The Contractor shall provide a sufficient number of registered nurses (RNs) or medical personnel who are licensed to provide services in the State of Maryland and are capable of performing the reviews outlined in Sections 3.2.4 through 3.2.7 in a timely manner, but in any event no less than the indicated number of medical personnel for the respective activities as follows:

Type of Review	Minimum FTE Staffing Requirements for Contract
Acute Care Hospital DHMH Form 3808 reviews	6 FTE RNs
Acute Care Hospital reconsiderations	2 FTE RNs
Acute Care Hospital Concurrent Reviews (see Section 1.2p)	3 FTE RNs
Emergency Admission reviews for Undocumented or Unqualified Aliens (see Section 1.2kkk)	2 FTE RNs
Adult Chronic Hospital reviews Special pediatric hospital reviews Nursing Facility reviews Home- and community-based services reviews	13 FTE RNs
Durable Medical Equipment DHMH Form 4527 reviews and reconsiderations	2 FTE RNs
Air Ambulance Services DHMH Form 4527A reviews and reconsiderations	2 FTE RNs or 2 Paramedics
Home and community-based services assessments	11 FTE RNs, LPNs, or licensed social workers

- B. This Contract requires a panel of physician consultants licensed as physicians in the State of Maryland that provides expertise on review decisions on an as-needed basis. This panel shall include a psychiatrist, specifically responsible for providing expertise to nursing staff designated to perform Durable Medical Equipment DHMH Form 4527 reviews and reconsiderations.
- C. This Contract requires sufficiently trained and experienced staff to provide office administration support to the performance of services outlined in Sections 3.2.4 through 3.2.7.
- D. This Contract requires that home- and community-based services assessments be conducted by staff in a separate department from that of staff completing medical eligibility reviews of home- and community-based services.

3.2.3 Deliverables

- 3.2.3.1 Work Plan – The Contractor shall submit a finalized work plan to meet the requirements of this RFP within 15 Business Days of Contract Commencement (see Section 1.2 s).

- A. The work plan shall include the following:
 1. A clear, detailed description of how each function under Sections 3.2.4 through 3.2.7 is to be performed, including location (facility, home, office), media (electronic, fax, telephone),

- document formats (including notices), systems capabilities, and time period (frequency and timeline) as specified in the RFP for performing each function;
 2. Entities responsible for each activity/procedure;
 3. Samples of reports to be submitted with due dates specified by the Department;
 4. Methods of coordination with State and other parties involved in each activity/procedure; and
 5. A description of protocols for address routing of forms, inter-staff meetings, points-of-contact, records maintenance, etc.
- B. The work plan shall provide for a 90-day transition period and describe the transition plan. The transition plan shall include the following:
1. If the Contract is awarded to the incumbent Contractor, a detailed description of how the Contractor will incorporate new or modified review requirements into its operations; or
 2. If the Contract is awarded to an entity other than the incumbent Contractor, a detailed description of how the Contractor will work closely and cooperatively with the incumbent Contractor and the Department to acquire appropriate documents, databases, and other information deemed necessary by the Department, in order to ensure a smooth transition and uninterrupted services during the start-up period. Please note that the incumbent Contractor uses MEDecision's Aerial™ platform; the new Contractor must develop a plan for acquiring all necessary information, as determined by the Department, from the Aerial platform.
 3. The Transition Plan and Schedule of Activities to the Department in order to facilitate the transfer of responsibilities, information, computer databases, software and documentation, materials, etc., shall also include, at a minimum:
 - a. The Contractor's proposed approach to the transition, including:
 - i. Identification of data files related to the Contract to be transferred during this transition period;
 - ii. Plan for establishing liaison with Providers and other stakeholders;
 - iii. Plan for establishing an effective working relationship to ensure uninterrupted services during the transition period; and
 - iv. Time frames for submission of data;
 - b. The Contractor's tasks, subtasks, and schedule for all transition activities; and
 - c. An organizational chart and a list of the Contractor's staff (titles, phone, fax) responsible for transition activities.
 4. The Contractor shall obtain the CM's approval of the Transition Plan before implementation.
- C. The Contractor shall update the work plan when needed as a result of changes in State or federal policies or procedures. At the end of each Contract year, the Contractor shall review the work plan, ensure that all necessary updates have been incorporated into the work plan, and make recommendations for improvements to the work plan. The results of this review shall be submitted to the CM no later than 30 days following the end of the Contract year.
- D. The Contractor shall incorporate any revisions and updates to the final work plan requested by the CM and obtain the CM's approval of the final work plan as revised and updated before its implementation.
- 3.2.3.2 Call Center – The Contractor shall install, operate, monitor and support an Automated Call Distribution (ACD) System (see Section 1.2g). The Call Center shall respond to questions in an accurate and timely manner, and provide assistance to organizations. The Contractor shall meet the following Call Center requirements:
- A. Operating a toll-free, HIPAA compliant, ACD call center for Providers, either separately or combined. The Call Center must be able to accommodate all calls.
 - B. Ensuring a sufficient number of adequately trained staff to operate the Call Center from 8:00 AM to 5:00

PM, Local Time, Monday through Friday, at a minimum. All staff is expected to be responsive, courteous, and accurate when responding to calls.

C. Meeting performance standards, including:

1. 95% of all calls must be answered within 3 rings or 15 seconds;
2. Number of busy signals or abandoned calls cannot exceed 5% of total incoming calls daily;
3. The wait time in queue should not be longer than 2 minutes for 95% of the incoming calls;
4. All calls requiring a call back should be returned within 1 Business Day of receipt;
5. The Abandoned Call Rate should not exceed 3% for any month;
6. For calls received during non-Business Hours, return calls must be made on the next Business Day.

D. Having a Department-approved method for handling calls received after Normal State Business Hours and during State Holidays (see Section 1.2oo);

E. Having the technological capability to allow for monitoring and auditing of calls, both by the Contractor and designated Department personnel, for quality, accuracy, and professionalism;

F. Having an electronic system that allows Call Center staff to document calls in sufficient detail for reference, tracking, and analysis. The documentation system must contain sufficient flexibility and reportable data fields to accommodate production and ad-hoc reports. The system must also have reportable fields to accurately capture the type (inquiry or grievance), date, and subject of each call;

G. Having a plan approved by the Department by the Go-Live Date (see Section 1.2bb) for providing Call Center services in the event the primary Call Center facility(ies) is/are unable to function in their normal capacity; and

H. Relinquishing ownership of the toll-free numbers upon Contract termination, at which time the Department shall take title to these telephone numbers. These toll-free numbers will be transferred from the incumbent contractor to the Contractor for use during the Contract.

3.2.3.3 Forms – Forms currently in use are found in **Attachment P**. Any modifications to these forms and/or suggestions for implementing new forms are subject to the CM's approval.

3.2.3.4 Reports

A. The Contractor shall provide the following reports to the CM. The Contractor may, with Departmental approval, use alternative formats as long as all information in the sample formats is included. For all reports listed without corresponding templates, the Contractor shall develop formats for submitting the reports, subject to the CM's approval.

1. Weekly Hospital Reports (**Attachment Q**)

- a. Weekly average number of RN reviews per day per nurse (Attachment Q-1)
- b. All pending retrospective aging report by facility (Attachment Q-2)
- c. All pending Physician DHMH Form 3808 reviews by age of review and facility (Attachment Q-3)
- d. All pending RN DHMH Form 3808 reviews by age of review and facility (Attachment Q-4)
- e. All pending reconsiderations report by age of reconsideration (Attachment Q-5)
- f. Aging summary for all pending DHMH Form 3808 reviews, physician DHMH Form 3808 reviews, RN DHMH Form 3808 reviews, reconsiderations and reviews for ineligible or illegal aliens (Attachment Q-6)
- g. Summary report indicating number of DHMH Form 3808 requests received, number of medical records uploaded, number for the DHMH Form 3808 claims extract and

- compliance rates for the RN and PA reviews, as well as an overall compliance rate (Attachment Q-7)
- h. Summary report of the number of cases completed on a weekly basis by facility (Attachment Q-8)
- i. Summary report of all unqualified or undocumented aliens (X02) cases that have been approved or denied (Attachment Q-9)
- j. All pending reviews for unqualified or undocumented aliens (X02s) (Attachment Q-10)
- 2. Monthly Acute Care Hospital Reports (**Attachment R**)
 - a. Retrospective 3808 Detail Report of Approved and Denied Days (Attachment R-1)
 - b. Retrospective 3808 Summary Report of Approved and Denied Days (Attachment R-2)
 - c. Pre-Authorization /Pre-Admission Monthly Review Report (Attachment R-3)
 - d. Concurrent Detail Report (Attachment R-4)
 - e. Undocumented or Unqualified Alien (X02) Summary of Approved and Denied Cases by Facility (Attachment R-5)
- 3. Adult Chronic Hospital, Special Pediatric Hospital, Nursing Facility, and Home- and Community-Based Services Reports (**Attachment S**)
 - a. Monthly summary of numbers of all activities completed pursuant to Sections 3.2.5 through 3.2.7 of this RFP (Attachment S-1)
 - b. Monthly Home- and Community-Based Services Assessment Report (Attachment S-2) – Summary report sorted by county indicating the number of assessments requested, assigned to an assessor, completed, and closed
 - c. Quarterly reports of the following Model Waiver (MW) (see Section 1.2dd) activities for the duration of the Contract (Attachment S-3):
 - i. Date received
 - ii. Date decision made
 - iii. Number of days to complete decision
 - iv. Effective date
 - v. Provider ID
 - vi. Decision (i.e., approval or denial)
 - vii. Reimbursement level (i.e., clinical criteria met or unmet)
 - viii. Type of evaluation (i.e., initial determination or redetermination)
 - ix. Request for consideration (i.e., administrative and appeal)
 - x. Treatment setting (i.e., Long Term Care [LTC] Model Waiver Chronic or LTC Model Waiver Nursing Facility)
 - xi. Total approved
 - xii. Total denied
 - xiii. Total initial requests
 - xiv. Total redetermination requests
 - xv. Total initial and redetermination requests
 - xvi. Total administrative reconsiderations
 - xvii. Total appeals
 - xviii. Total administrative reconsiderations and appeals
 - d. Monthly Report of New Admissions to Nursing Facilities under PASRR (see Section 1.2uu) (Attachment S-4)
 - e. Monthly PASRR Review Count by Facility (Attachment S-5)
 - f. Monthly PASRR Noncompliance Report (Attachment S-6)
 - g. Monthly Administrative Days Review Report for Chronic Hospitals, Special Pediatric Hospitals, and Nursing Facilities (Attachment S-7)
 - h. Daily Pending LTC Requests by Setting (Attachment (S-8)
 - i. Monthly report of Participants in nursing facilities (Attachment S-9)
 - j. Monthly report of Participants in Chronic Hospitals (Attachment S-10)
 - k. Monthly report of Participants in special pediatric hospitals (Attachment S-11)

- l. Monthly Applicant- or Participant-specific detail reports of all activities
 - m. Daily reports of all pending reviews of cases that had been received more than three Business Days prior to the date being reported.
 - n. Real-time reports of pending and completed cases
 4. Weekly Air Ambulance DHMH Form 4527A Report (**Attachment T**)
 5. Weekly DME DHMH Form 4527 Report (**Attachment U**)
 6. Quarterly reports of staffing, including current number of allocated positions, percent of time, positions filled, vacant positions, and status of vacant positions
 7. Quarterly reports of the following ACD Call Center activities for the duration of the Contract (**Attachment V**):
 - a. Total call volume
 - b. Percentage of calls answered
 - c. Percentage of calls answered that were on hold in 30 second increments
 - d. Percentage of calls abandoned
 - e. Average speed of answer
 - f. Average hold time before answer
 - g. Average time before abandonment
 - h. Average length of call
 - i. Type and subject of call by volume
 - j. Average number of Business Days to return calls from calls received during non-business hours
 - k. Percentage of calls answered within 3 rings or 15 seconds
 - l. Percentage of calls on hold for 2 minutes or less
 - m. Longest time to return a call
 8. Weekly DME & Air Ambulance Reconsideration Report (**Attachment W**)
 9. Ad hoc MADC reports of face-to-face interviews, validations, and/or confirmations. The Contractor shall develop these reports, subject to CM's approval
 10. Ad hoc reports upon request of the CM, with content, format, and due date to be determined by the Department at the time of the request
 11. A monthly Auto-Approval Validation and Analysis report on all disputed cases, with trends and recommendations to the CM on modifications to the auto-approval process
 12. An annual report, due 30 days following the end of each Contract year, to include the following:
 - a. A summary of the number of reviews completed during the Contract year;
 - b. A narrative summary of significant accomplishments, issues and challenges occurring during the Contract year;
 - c. The Contractor's progress in meeting the goals established during the previous Contract year, concentrating on an analysis of how well the Contractor met the purpose of the Contract; and
 - d. A suggested list of goals to be met during the coming Contract year (subject to Departmental approval).
- B. Unless otherwise noted, quarterly reports are due 15 days after the end of each quarter, monthly reports are due the 16th day of the month for the reporting period of the previous calendar month, weekly reports are due by Wednesday for the reporting period of the previous week, and daily reports are due by noon the following Business Day.
- C. Unless otherwise noted, reports shall be provided electronically in Excel spreadsheet format to the CM.

3.2.3.5 Corrective Action Plans

- A. The Contractor shall have a process for submitting a corrective action plan which details the actions to be taken to correct any deficiencies identified during performances of services under this Contract.

- B. Corrective action plans shall be determined to be adequate only if they address the following elements and components:
 - 1. Action items to address the identified deficiency, its root cause, and actions to prevent future deficiencies;
 - 2. Methodology to evaluate the effectiveness of actions taken;
 - 3. Timeframe for each action item, including plans for evaluation; and
 - 4. Responsible party for each action item, both operational and supervisory.
- C. Corrective action plans shall be submitted to the CM at timeframes set by the Department. All corrective action plans shall be approved by the Department before implementation.

3.2.4 Acute Care Hospital Reviews

- A. The Contractor shall determine that inpatient medical services provided in an Acute Care Hospital (see 1.2 a) are authorized only when medically necessary by conducting the following reviews:
 - 1. Pre-Admission Review of Elective Admissions
 - a. The Contractor shall review and approve or deny Elective Admissions (see Section 1.2 x) of Participants to Providers prior to the admission.
 - b. During this approval process, the Contractor shall also pre-approve an initial number of certified days. If the Participant needs to stay beyond those pre-approved days, the Provider is required to notify the Contractor to seek additional days. The Contractor shall then handle subsequent days through the Concurrent Review (see Section 1.2 p) process.
 - c. The review shall be completed within one Business Day of electronic request and within seven Business Days of the receipt of a hard copy request.
 - 2. Preauthorization of Procedures to be Performed on an Inpatient Basis
 - a. The Contractor shall review and approve or deny all procedures performed on an inpatient basis that require pre-authorization, including organ transplants, as specified in COMAR 10.09.06.06A.
 - b. The review shall be completed within 48 hours of electronic request and 72 hours of the receipt of the hard copy request.
 - 3. Preoperative Day Review
 - a. The Contractor shall review and approve or deny any Preoperative Day(s) (see Section 1.2vv) to ensure the days are medically necessary, pursuant to COMAR 10.09.06.07E.
 - b. The review shall be completed within one Business Day of receipt of request.
 - 4. Concurrent Review
 - a. The Contractor shall review and certify all Elective Admissions and Emergency Admissions (see Section 1.2y) for an inpatient stay in an Acute Care Hospital for Participants that are currently enrolled in Medical Assistance on the date that the review is requested.
 - b. The Contractor shall also conduct Concurrent Reviews based on medically appropriate intervals for the Participant's condition and diagnosis, for as long as the Participant remains hospitalized.
 - c. The Contractor shall perform Concurrent Reviews only on Participants who are eligible for Medicaid on the date of the Concurrent Review.
 - d. The Contractor shall complete the initial review on Emergency Admissions within 24 hours of receiving notification of the admission and receipt of the admission clinical records, or by the next Business Day if the notification and clinical records are received on a weekend or a holiday.
 - 5. Retrospective Review (see Section 1.2eee)

- a. The Contractor shall review the complete medical record and approve or deny services based on medical necessity for all of the following admissions for all Participants:
 - i. Pre-Authorized Elective Admissions,
 - ii. Emergency Admissions, and
 - iii. Retroactive Admissions.
 - b. During each Retrospective Review, the Contractor shall validate the Provider's description and coding of principal, secondary, and tertiary diagnoses and all surgical procedures. If the foregoing is correct, the Contractor shall approve the number of medically necessary days within Program limitations.
 - c. Exempt from Retrospective Reviews are hospital admissions for normal newborn delivery with a length of stay of three days or less, newborns who stay for the duration of the mother's stay (with a maximum stay of 5 days) for a mother who is a Participant, and all admissions and lengths of stays with a principal specialty mental health diagnosis.
 - d. All Retrospective Reviews must be completed within 20 Business Days from receipt of a complete medical record.
6. Emergency Admission Review for Undocumented or Unqualified (formerly known as Illegal or Ineligible) Aliens
- a. The Contractor shall review the medical record and approve or deny Emergency Admission or the inpatient admission for individuals who are Undocumented or Unqualified Aliens.
 - b. The Contractor shall review the information on the "Emergency Services to Undocumented or Unqualified Aliens" form and the individual's admission and discharge summary. Through reviewing the individual's admission and discharge summary, the Contractor shall determine whether the Emergency Admission or the inpatient admission meets the State definition of emergency services as defined in COMAR 10.09.24.05-2.
 - c. If the information presented is not sufficient to determine whether the State definition of emergency services is met, the Contractor shall request that the Provider submit additional information.
 - d. The Contractor shall validate the visit as an emergency and either approve or deny the visit and/or the admission within five Business Days of receiving the request.
 - e. When requested, the Contractor shall also conduct reconsideration reviews (see 3.2.4. A 7). For billing purposes, reconsideration reviews shall be a component of the original review, not a new review.
7. Reconsideration Reviews
- a. The Contractor shall reconsider adverse determinations when the Provider requests reconsideration and provide further clarification or new/missing medical information. The CM may also request reconsideration.
 - b. The Contractor reviews the medical records with the focus on the appealed dates of service, including review of the new information. A written determination is mailed to the provider to inform them of the review outcome.
 - c. The Contractor shall complete the reconsideration review within 15 Business Days after receipt of the request. For billing purposes, reconsideration reviews shall be a component of the original review, not a new review.
8. Administrative Day Review
- a. The Contractor shall review and approve or deny requests for Administrative Days (see Section 1.2c) when submitted with DHMH Form 3808 Retrospective Review for Medicaid reimbursement for Participants whose Level of Care has changed in accordance with COMAR 10.09.06.10A.
 - b. The Provider must verify to the Contractor that it has implemented a pre-discharge plan and initiated placement activities for the Participant.
 - c. The Contractor shall complete the Administrative Day review within 20 Business Days of receipt.

9. Discharge Planning Review

- a. As part of the Concurrent and Retrospective Reviews, the Contractor shall review and determine the adequacy of discharge planning activities for each Participant in order to make sure the Participant is discharged as soon as medically appropriate from the acute care setting.
- b. Discharge planning reviews shall be treated as a component of the original review, not a new review.

B. In performing Acute Care Hospital reviews, the Contractor shall not review:

1. Any medical record for an Elective (non-emergency) Admission that has not been reauthorized by the Contractor prior to the admission and subject to Concurrent Reviews;
2. Days that were not subject to Concurrent Reviews; and/or
3. Any medical record for a Participant whose Medicaid eligibility has not yet been determined. In order to assure payment for this task, the Contractor shall verify active eligibility on the date of service prior to performance of the review.

C. Notice of Adverse Determination – The Contractor shall provide notice of adverse determinations using a document whose language is approved by the Department, with copies as indicated on such document, for denials based on medical necessity and diagnosis-related group (DRG) limits.

D. Geographic Application – The Contractor shall perform all Acute Care Hospital Reviews for all Providers meeting criteria for Acute Care Hospitals that are located within the continental United States.

E. The timeframes in which the Contractor shall complete the activities listed in Section 3.2.4 are summarized as follows:

Acute Care Hospital Reviews				
Type of Review	Utilization Control Activity	Periodicity	Timeframe for Completion	
Pre-Admission Review of Elective Admission	Review and approve or deny an Elective Admission of a Medicaid Participant to hospitals prior to admission.	As requested by the hospital.	Within one (1) Business Day when received electronically, seven (7) Business Days when hard copy is received	
Pre-authorization of Procedures to be Performed on an Inpatient Basis	Review and approve or deny all procedures that require pre-authorization, as specified in COMAR 10.09.06.	As requested by the hospital.	Within forty-eight (48) hours when received electronically, seventy-two (72) hours when hard copy	
Preoperative Day Review	Review and approve or deny Preoperative Day(s) in accordance with COMAR 10.09.06.	As requested by the hospital.	Within one (1) Business Day of receipt of request	
Concurrent Review	After reviewing and certifying elective and emergency admissions to hospitals for Participants that are currently enrolled in Medical Assistance on the date that the review is requested, the Contractor shall also conduct Concurrent Reviews on a periodic basis as long as the Participant remains hospitalized. Concurrent Reviews	Based on the diagnosis and Participant condition.	Within twenty-four (24) hours of receiving notification of the admission and receipt of the admission clinical records, or by the next Business Day if notification and clinical records are received on a weekend or a holiday	

	should be done at appropriate intervals based on diagnosis and Participant condition.		
Retrospective Review	Review Participant's complete medical record and approve or deny services based on medical necessity for pre-authorized Elective Admissions, emergency admissions, and retroactive admissions. Contractor shall validate the Provider's description and coding of principal, secondary, and tertiary diagnoses and all surgical procedures. If correct, Contractor shall approve the number of medically necessary days within Program limitations.	Upon discharge and eligibility determination.	Within twenty (20) Business Days from receipt of a complete medical record
Undocumented or Unqualified (formerly known as Illegal or Ineligible) Aliens' Emergency Admission Reviews	Review the medical record and certify approve or deny the Emergency Admissions or inpatient admission for individuals who are Undocumented or Unqualified Aliens. Determine whether the Emergency Admission or the inpatient admission meets the State definition of emergency services as defined in COMAR 10.09.24.05-2. If information submitted is insufficient, Contractor shall request additional information from Provider. Contractor shall conduct reconsideration reviews. For billing purposes, reconsideration reviews shall be a component of the original review, not a new review.	As requested by hospital.	Within five (5) Business Days of receiving the request
Reconsideration Review	Contractor shall reconsider adverse determinations when requested by the Provider with further clarification or when new/missing medical information is provided or when so requested by the Department. For billing purposes, Reconsideration Reviews shall be a component of the original review, not a new review.	Upon request.	Within fifteen (15) Business Days after receipt of the request
Administrative Day Review	Contractor shall review and approve or deny requests for Administrative Days when submitted with DHMH Form 3808 Retrospective Review for Medicaid reimbursement for Participants whose Level of Care has	As requested by hospital.	Within twenty (20) Business Days from receipt

		changed in accordance with COMAR 10.09.06.10A.		
	Discharge Planning Review	As part of the concurrent and Retrospective Review, the Contractor shall review and determine the adequacy of discharge planning activities for each Participant in order to make sure the Participant is discharged as soon as medically appropriate from the acute care setting. For billing purposes, discharge planning reviews are a component of the original review, not a new review.	Upon discharge and eligibility determination.	Within twenty (20) Business Days from receipt.

3.2.5 Longer-Stay Hospital Reviews

3.2.5.1 Chronic Hospitals

- A. Initial Medical Eligibility Review – The Contractor shall review information received to determine whether a Participant’s medical condition warrants the requested Level of Care; request additional information and conduct follow-up review as required; and provide notice and/or reconsideration for denied Participants.
 1. Level of Care Review
 - a. The Contractor shall review medical eligibility using criteria, formats, and media designated by the Department, including DHMH Form 3871B (**Attachment P-4**) and supplemental questions for ventilator-dependent Participants (**Attachment X**).
 - b. In the course of each review, the Contractor shall determine what alternative settings for care have been considered, request a summary of the Provider’s treatment plan, and request an anticipated length of stay.
 2. Certification Processing (see Section 1.2j)
 - a. The Contractor shall certify the Level of Care necessary for Participants and forward the required documents to the appropriate agencies responsible for determining financial eligibility and making payment to the admitting Provider as specified by the Department.
 - b. The Contractor shall use the information provided in the DHMH Form 257 to track placement status, develop a database for use in conducting Continued Stay Review, and report to the Department upon request of the CM.
 3. Notice – The Contractor shall provide written notice of eligibility determinations to Applicants and Participants who have been determined not to require the requested Level of Care, with copies as specified by appropriate regulations and/or Departmental policies. The notice shall include the right to appeal the decision.
 4. Reconsideration
 - i. The Contractor shall reconsider adverse determinations upon request by an Applicant or Provider when new medical information is submitted.
 - ii. Reconsideration shall also be conducted upon request of the CM.

- B. Continued Stay Review (see Section 1.2 q)– The Contractor shall review medical record information to determine whether a Participant’s medical condition continues to warrant the assigned Level of Care and provide notice and/or reconsideration for denied Participants.
1. The Contractor shall review and approve or disapprove the Level of Care, appropriateness of placement, and medical necessity of all current Participants for whom the Contractor has approved a request for medical eligibility. CSRs shall be completed according to the following timetable:
 - a. Every 14 days as an offsite review, i.e., a review of medical progress notes, social work notes, and any other information needed to determine medical necessity of continued stay in the Chronic Hospital, and
 - b. Monthly as an onsite review of the same kinds of clinical documentation.
 2. Notice – The Contractor shall provide notice as described in Section 3.2.5.1.A.3.
 3. Reconsideration – The Contractor shall provide reconsideration as described in Section 3.2.5.1.A.4.
 4. Administrative Days Request Processing –The Contractor shall review and certify approve or disapprove Administrative Days, in accordance with applicable regulations and policies for Participants whose Level of Care has changed. Providers are required to submit Administrative Day requests every 14 days.
5. Geographic Application – The Contractor shall perform all adult Chronic Hospital reviews for all Chronic Hospitals located within Maryland.
6. The timeframes in which the Contractor shall complete the activities listed in Section 3.2.5.1 are summarized as follows:

Adult Chronic Hospital Reviews				
	Type of Review	Utilization Control Activity	Periodicity	Timeframe for Completion
	Initial Medical Eligibility Review	Level of Care Review	Upon request	If initial submission supports requested Level of Care, within three (3) Business Days of receipt; if additional information is needed, within fifteen (15) Business Days of receipt of original request.
		Certification Processing	Upon request	Within two (2) Business Days of receipt of certification form
		Notice	Upon denial	Within one (1) Business Day of decision
		Reconsideration	Upon request	Within three (3) Business Days from receipt
	Continued Stay Review	Continued Stay Review	Desk review – every 14 days from admission or most recent CSR; Onsite review - each calendar month, no later than 35 days from the previous onsite review	All reviews finalized within five (5) Business Days following receipt of request for desk review or first day of onsite review, whichever is applicable
		Notice	Upon denial	Within one (1) Business Day of decision

	Reconsideration	Upon request	Within three (3) Business Days from receipt of request
	Administrative Days Request Processing	Upon request (Providers required to submit every 14 days)	Within three (3) Business Days from receipt of request

3.2.5.2 Special Pediatric Hospitals

- A. Initial Medical Eligibility Review – The Contractor shall review information received to determine whether a Participant’s medical condition warrants the requested Level of Care; request additional information and conduct follow-up review as required; and provide notice and/or reconsideration for denied Participants.
 1. Level of Care Review
 - a. The Contractor shall review medical eligibility using criteria, formats, and media designated by the Department, including the use of DHMH Form 3808.
 - b. In the course of each review, the Contractor shall determine what alternative settings for care have been considered, request a summary of the Provider’s treatment plan, and request an anticipated length of stay.
 2. Notice – The Contractor shall provide written notice of eligibility determinations to Applicants and Participants who have been determined not to require the requested Level of Care, with copies as specified by appropriate regulations and/or Departmental policies.
 3. Reconsideration
 - a. The Contractor shall reconsider adverse determinations upon request by an Applicant or Provider when new medical information is submitted.
 - b. Reconsideration shall also be conducted upon request of the CM.
- B. Continued Stay Review – The Contractor shall review information in the medical record, including medical progress notes, social work notes, and any other information needed, to determine medical necessity of continued stay in the special pediatric hospital and provide notice and/or reconsideration for denied Participants.
 1. CSRs shall be completed according to the following timetable:
 - a. Every 14 days as a desk review of medical progress notes, social work notes, and any other information needed to determine medical necessity of continued stay in the Chronic Hospital, and
 - b. Monthly as an onsite review of the same kinds of clinical documentation.
 2. Notice – The Contractor shall provide notice as described in Section 3.2.5.2.A.2.
 3. Reconsideration – The Contractor shall provide reconsideration as described in Section 3.2.5.2.A.3.
 4. Administrative Days Request Processing –The Contractor shall review and approve or disapprove Administrative Days, in accordance with applicable regulations and policies for Participants whose Level of Care has changed. Providers are required to submit Administrative Day requests every 14 days.
- C. Initial Medical Eligibility and Continued Stay Review for Providers Outside of Maryland and the District of Columbia
 1. Request for admission to these facilities must be addressed directly to or forwarded by the Contractor within 1 Business Day of receipt to physician specialists in the Long Term Services and Supports Administration within the Office of Health Services for review and pre-authorization.

2. If the admission is approved, the Contractor will enter the medical information into its system and perform the processes outlined in Sections 3.2.5.2.A and 3.2.5.2.B, with the exception that all reviews will be desk record reviews and in consultation with Program physicians.
3. Participants with medical pre-authorization for admission to these facilities will require long term care Medicaid eligibility.

D. Geographic Application – The Contractor shall perform all Special Pediatric Hospital reviews for Maryland and the District of Columbia, unless the exception in Section 3.2.5.2.C applies.

E. The timeframes in which the Contractor shall complete the activities listed in Section 3.2.5.2 are summarized as follows:

Special Pediatric Hospital Reviews				
	Type of Review	Utilization Control Activity	Periodicity	Timeframe for Completion
	Initial Medical Eligibility Review	Level of Care Review	Upon request	If initial submission supports requested Level of Care, within three (3) Business Days of receipt; if additional information is needed, within fifteen (15) Business Days of receipt of original request.
		Certification Processing	Upon request	Within two (2) Business Days of receipt of certification form
		Notice	Upon denial	Within one (1) Business Day of decision
		Reconsideration	Upon request	Within three (3) Business Days from receipt
	Continued Stay Review	Continued Stay Review	Desk review – every 14 days from admission or most recent CSR; Onsite review - each calendar month, no later than 35 days from the previous onsite review	All reviews finalized within five (5) Business Days following receipt of request for off-site review or first day of onsite review, whichever is applicable
		Notice	Upon denial	Within one (1) Business Day of decision
		Reconsideration	Upon request	Within three (3) Business Days from receipt of request
		Administrative Days Request Processing	Upon request (Providers required to submit every 14 days)	Within three (3) Business Days from receipt of request

3.2.6 Nursing Facility Reviews

3.2.6.1 PASRR Review (see 1.2 vv)

- A. On a quarterly basis, the Contractor shall verify that all new admissions to Nursing Facilities participating in Medicaid (regardless of payment source) who were admitted during the quarter received a PASRR

Level I screening, and that the Provider has obtained a Level II determination for all for whom a PASRR Level II determination is required under federal PASRR regulations. The Contractor shall report all failures to conduct PASRR to the CM in a format and medium approved by the CM.

- B. On a quarterly basis, the Contractor shall identify all new residents (regardless of payment source) who were admitted to Nursing Facilities participating in Medicaid as a result of a PASRR Level II evaluation that resulted in a finding that Nursing Facility placement is appropriate. The Contractor shall submit a report on these residents in a manner, format, and medium determined by the CM.

3.2.6.2 Initial Medical Eligibility Review – The Contractor shall review information received to determine whether an Applicant’s medical condition warrants Nursing Facility Services (see Section 1.2rr); request additional information and conduct follow-up review as required; and provide notice and/or reconsideration for denied Applicants.

A. Level of Care Review

1. The Contractor shall review medical eligibility applications using criteria, formats, and media designated by the Department, specifically DHMH Form 3871B (see Attachment P-4).
2. The Level of Care review shall include an evaluation of Level I PASRR.
3. If the Participant is determined to require Level II PASRR review, the Contractor shall verify that the Department has approved Nursing Facility placement pursuant to 42 CFR Part 483, Subpart C before rendering a Level of Care determination.

B. Certification Processing

1. The Contractor shall certify the medical eligibility of Participants and forward the required processing documents to the appropriate agencies responsible for determining financial eligibility and making payment to the admitting Provider, as specified by the Department.
2. The Contractor shall use the information provided in DHMH Form 257 (see Attachment P-3) to track placement status, develop a database for use in conducting Continued Stay Review (see Section 3.2.6.3), and report to the Department upon request of the CM.

- C. Notice – The Contractor shall provide written notice of eligibility determinations to Applicants and Participants who have been determined not to require the requested Level of Care, with copies as specified by appropriate regulations and/or Departmental policies.

D. Reconsideration

1. The Contractor shall reconsider adverse determinations upon request by an Applicant or Provider when new medical information is submitted.
2. Reconsideration shall also be conducted upon request of the CM.

E. Medical Review for Liens

1. Upon request by the local departments of social services, the Contractor shall review documentation and determine whether the Applicant or Participant can be reasonably expected to resume residence in his or her home property within six months of admission to the facility or within six months of conversion to Medicaid benefits (for Participants already in a Nursing Facility).
2. This review is for purposes of imposing liens on property or determination of a residential maintenance allowance in accordance with COMAR 10.09.24. The Contractor shall report the result of the review in a manner approved by the CM.

3.2.6.3 Continued Stay Review – The Contractor shall review medical record information to determine whether an individual’s medical condition continues to warrant the assigned Level of Care; and provide

notice/reconsideration for denied individuals. The Contractor shall use formats and media approved by the CM.

1. Continued Stay Review

1. The Contractor shall periodically review and certify approval or disapproval for the Level of Care, appropriateness of placement and medical necessity of all Nursing Facility residents for whom the Contractor has approved a request for medical eligibility and/or whose most recent Resource Utilization Group (RUG) scores indicate they may no longer require a Nursing Facility Level of Care (specific groups to be designated by the Department).
2. For the one year following initial Level of Care approval, the Contractor shall conduct CSR no less often than quarterly.

B. Annual Redetermination of Medical Eligibility

1. The CSR conducted annually after the individual's first year following initial approval of Nursing Facility Services shall be performed and reported as the Annual Redetermination of Medical Eligibility.
2. The Contractor shall review the records of every individual in each Nursing Facility at the beginning of the Contract to establish the due date of the individual's Annual Redetermination of Medical Eligibility.
3. Notice – The Contractor shall provide notice as described in Section 3.2.6.2.C above.
4. Reconsideration – The Contractor shall provide reconsideration as described in Section 3.2.6.2.D above.

3.2.6.4 Administrative Days Request Processing – The Contractor shall review and approve or disapprove Administrative Days, in accordance with applicable regulations and policies for Participants whose Level of Care has changed.

3.2.6.5 Minimum Data Set (MDS) Validation

- A. The Contractor shall perform an onsite review of a sample of Participants in nursing facilities, equal to 20 percent of the total number of residents in the facility or 20 records, whichever is more, to determine the accuracy of the MDS information used to establish that facility's case mix index, using documentation guidelines developed by the Department.
- B. Each Provider shall be reviewed no less than annually, with more frequent reviews occurring for Providers that do not meet the Departmentally-designated minimum threshold for accuracy, which is currently 80% and is subject to change.

3.2.6.6 Geographic Application

- A. Nursing Facility reviews shall be conducted for all Providers meeting the criteria for Nursing Facilities in the continental United States, subject to the limitations set forth in COMAR 10.09.10.
- B. PASRR and MDS Validation shall be limited to all Providers meeting the criteria for Nursing Facilities located in Maryland.

3.2.6.7 The timeframes in which the Contractor shall complete the activities listed in 3.2.6 are as follows:

Nursing Facility Reviews			
<u>Type of Review</u>	<u>Utilization Control Activity</u>	<u>Periodicity</u>	<u>Timeframe for Completion</u>
PASRR Review	Verification of PASRR requirements being met and reporting of new admissions under PASRR Level II	After the first CSR review following admission	All reviews finalized within five (5) Business Days following first day of review

Initial Medical Eligibility Review	Level of Care Review	Upon request	If initial submission supports requested Level of Care, within three (3) Business Days of receipt; if additional information is needed, within fifteen (15) Business Days of receipt of original request.
	Certification Processing	Upon request	Within two (2) Business Days of receipt of certification form
	Notice	Upon denial	Within one (1) Business Day of decision
	Reconsideration	Upon request	Within three (3) Business Days from receipt
	Medical Review for Liens	Upon request	Within five (5) Business Days from receipt of request
Continued Stay Review	Continued Stay Review	For the first year following the initial LOC approval, at least once every three (3) months	All reviews finalized within three (5) Business Days following first day of review
	Notice	Upon denial	Within one (1) Business Day of decision
	Reconsideration	Upon request	Within three (3) Business Days from receipt of request
	Administrative Days Request Processing	Upon request (Providers required to submit every calendar month)	Within three (3) Business Days from receipt of request
Annual Redetermination of Medical Eligibility	Level of Care Review	Annually	All reviews finalized within five (5) Business Days following first day of review
MDS Validation	MDS Validation	At least annually; more frequently if necessary	All reviews finalized within five (5) Business Days following first day of onsite review

3.2.7 Home- and Community-Based Services

3.2.7.1 MADC, BI, CO, ICS, CFC, and CPAS.

- A. Medical Eligibility Review – For new Applicants and annually for current Participants for all services, the Contractor shall review all requests entered into LTSS (see Section 3.2.1.5) that the system has not automatically approved to determine whether the Applicant/Participant's medical condition warrants the Level of Care, using criteria designated by the Department. The Contractor shall reconsider adverse determinations upon request by an Applicant/Participant or Provider when new medical information is submitted, or upon request of the Department. When conducting initial Level of Care review or Redetermination, the Contractor shall first determine whether the Applicant/Participant meets the medical eligibility criteria for Nursing Facility Level of Care. If the Nursing Facility Level of Care criteria is not

met, the Contractor shall then determine whether the Applicant meets the medical eligibility criteria for CPAS services only.

Auto-Approval Validation and Analysis – For review requests entered into LTSS-Maryland, it is estimated that the system auto-approves 85 percent of requests, with the remaining 15 percent being submitted to the Contractor for professional review. See Attachment Y for annual estimates. It is likely that reviews submitted to the Contractor will require more in-depth evaluation, including requesting additional information and involvement of the physician advisor, than reviews that are auto-approved through LTSS-Maryland. The Contractor shall review a sample consisting of five (5) percent of medical eligibility review requests that had been automatically approved through LTSS-Maryland, said sample to be selected by the LTSS-Maryland system. The Contractor shall note whether, based on the information presented, it concurs with or disputes the auto-approval. The Contractor shall report all disputed cases to the Department in a format designated by the Department. On a monthly basis as specified in the Deliverables (see Section 3.2.3.4B), the Contractor shall analyze all disputed cases, identify trends and patterns, and make recommendations to the Contact Monitor regarding modifications to the auto-approval process.

1. **MADC** – For current Participants who are receiving services under the MADC waiver or MADC service as part of another waiver, requests for redeterminations will be completed and submitted by the day care centers. The Contractor shall conduct the following reviews for MADC:
 - a. **MADC Face-to-Face Interviews**
 - i. The Contractor, upon request by the Department, shall conduct a face-to-face review of the Participant when the Department identifies discrepancies, issues are contemplated, or fair hearings are requested by Participants.
 - ii. A face-to-face review shall include review of available medical records and interviews with the Participant, caregivers, and the day care Provider to confirm the outcome of assessments.
 - b. **MADC Validation**
 - i. The Contractor shall conduct annually an on-site review of a minimum of twelve MADC Providers selected by the Department to determine the accuracy of the information submitted to secure annual approvals for continued Medical Adult Day Care Services (see Section 1.2mm).
 - ii. Annual validations may consist of an appraisal of the assessments submitted by Providers; review of available medical records; and interviews with both the Participant, caregivers, and the Provider to confirm the outcome of assessments.
 - iii. The time period examined for the reviews will be determined by the Department.
 - c. **MADC Confirmation**
 - i. The Contractor shall confirm assessments for Providers that are cited by the Department as not completing accurate assessment for participants' Level of Care.
 - ii. The Provider's ability to receive automatic decisions will be suspended, and confirmation reviews will be conducted prior to a Level of Care determination being rendered to the cited Provider.
 - iii. The reviews may consist of an appraisal of the assessments submitted by Providers; review of available medical records; and interviews with both the Participant, caregivers, and the Provider to confirm the outcome of assessments.
 - iv. The time frame for these reviews will be determined on a case-by-case basis by the CM.
 - d. The Contractor shall develop a process for appraising assessments to assist with validation and confirmation that is integrated into its online system.
2. **BI**

- a. For new Applicants and current Participants, requests will be submitted via DHMH Form 3871, DHMH Form 3871B, or assessment tool approved by the Department.
- b. The Contractor shall review all medical eligibility requests to determine whether an individual's medical condition warrants the Level of Care, using criteria designated by the Department.
- c. Additionally, the Contractor shall reconsider adverse determinations upon request by an Applicant/Participant or Provider when new medical information is submitted, or upon request of the CM.

B. Home- and Community-Based Services Assessments

1. Accept referrals, and enter all assessment data into the LTSS-Maryland tracking system.
2. Upon request, complete a standardized assessment to assess the medical needs of Applicants/Participants based on requests for assessments in the LTSS-Maryland system, using an instrument designated by the Department.
3. Ensure that the clinical assessment staff attends training on the administration of the assessment instrument that will be used in the field.
4. Ensure that assessors meet one of the following qualifications: registered nurses (RNs), licensed practical nurses (LPNs), or licensed social worker (LCSW-C, LGSW, LCSW); and possess experience working with the elderly and/or disabled populations.
5. Conduct assessments within 15 days of the referral in the Applicant/Participant's home or current residence which may include nursing facilities, assisted living facilities and community residences.
6. Provide language translation services during the in-person assessment as needed and follow the Department's Limited English Proficiency Policy available at <http://www.dhmf.maryland.gov/docs/01.02.05.pdf>.

C. Geographic Application

1. MADC reviews are limited to Providers meeting adult day care center criteria that are located in Maryland and within 25 miles of the Maryland border.
2. BI reviews may be conducted for all providers located in Maryland and within 25 miles of the Maryland border.
3. CO, ICS, CFC, and CPAS reviews are limited to Maryland.
4. Approximately 70% of in-home assessments will be distributed primarily in Montgomery County and Baltimore City, with approximately 30% of the assessments distributed throughout Maryland.

D. Timeframes for the services listed in Section 3.2.7.1 are summarized in the following chart:

Home and Community Based Services – MADC/BI/CO/ICS/CFC/CPAS				
	<u>Type of Review</u>	<u>Utilization Control Activity</u>	<u>Periodicity</u>	<u>Timeframe for Completion</u>
	Medical Eligibility Review (MADC, BI, CO, ICS, CFC, CPAS)	Medical Eligibility Review	Upon request	If submission supports requested Level of Care, within three (3) Business Days of receipt; if additional information is needed, within fifteen (15) Business Days of receipt of original request; if face-to-face review required, within 30 days of receipt of original request.
		LTSS-Maryland Auto-Approval	Upon request	Report due no later than the 15 th of the month following the

		Validation and Analysis		calendar month in which the sample cases were submitted for review
	MADC – Additional Reviews	Medical Adult Day Care Face to Face Interview	Upon request for discrepancies and fair hearings.	Face-to-face review and decision required, within 30 days of receipt of original request.
		Medical Adult Day Care Annual Validation	Twelve (12) centers annually	Annual validations finalized within ten (10) Business Days following the first day of completion of the onsite validation.
		Medical Adult Day Care On-going Confirmation	Upon request	All confirmations finalized within five (5) Business Days following first day of onsite confirmation.
	Home- and Community-Based Services Assessments	In-home Assessments	Upon Request	All assessments completed and entered into LTSS-Maryland within 15 calendar days of the referral.

3.2.7.2 MW and Programs of All-Inclusive Care for the Elderly (PACE) (see Section 1.2yy)

- A. Medical Eligibility Review – For new Participants and annually for current Participants (except as noted below for PACE), the Contractor shall review information received to determine whether an individual’s medical condition warrants requested Level of Care; request additional information and conduct follow-up review as required; provide notice/reconsideration for denied requests; and conduct related Program-specific activities.
1. Notice – The Contractor shall provide written notice of eligibility determinations to individuals who have been determined not to require the requested Level of Care, with copies as specified by appropriate regulations and/or Departmental policies.
 2. Reconsideration – The Contractor shall reconsider adverse determinations upon request by an Participant or Provider when new medical information is submitted, or upon request of the CM. The Contractor shall provide written notice of the results of the reconsideration to both the individual and the CM.
- B. PACE Only
1. A single redetermination shall be conducted no later than one year following the initial Level of Care review.
 2. If this initial redetermination is approved, the Participant is thereafter deemed to need the level of services provided by PACE and future redeterminations are not required.
- C. Geographic Application – All MW and PACE reviews are limited to Participants in Maryland.
- D. The timeframes for the services listed in Section 3.2.7.2 are summarized in the chart below:

Home and Community Based Services – MW/PACE			
<u>Type of Review</u>	<u>Utilization Control Activity</u>	<u>Periodicity</u>	<u>Timeframe for Completion</u>

	MW and PACE Eligibility	Medical Eligibility Review	Upon request	If initial submission supports requested Level of Care, within three (3) Business Days of receipt; if additional information is needed, within fifteen (15) Business Days of receipt of original request
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3.2.7.3 Preauthorization of Selected Durable Medical Equipment (DME)

- A. The Contractor shall review electronic and paper requests for authorization of selected Durable Medical Equipment (see Section 1.2w) and respiratory equipment for Participants residing in the community. The Contractor shall approve or deny the requests based upon criteria for medical necessity and other Program requirements.
1. The Contractor shall review all of the following documents and determine medical necessity for each DME request:
 - a. DHMH Form 4527;
 - b. Prescriber's order; and
 - c. Face-to-face encounter documenting how the health status of the Participant at the time of the face-to-face is related to the item(s) prescribed;
 2. The Contractor shall verify that the Participant is an eligible Maryland Medical Assistance Participant via MMIS;
 3. The Contractor shall verify and note on each request the date of receipt;
 4. The Contractor shall review and approve or deny DME service requests for specialized medical equipment, including Wheelchairs, Dynamic Splint Systems, Hospital Beds, Specialty Mattresses, Respiratory Equipment, Cough Stimulating Devices, High Frequency Chest Wall Oscillators, Standers, Gait Trainers and Bath Chairs. If approved, the Contractor will calculate the reimbursement rate in accordance with the current fee schedule or COMAR 10.09.12.07 and/or 10.09.18.07, whichever applies to the equipment reviewed. The Contractor shall enter the results of the preauthorization into MMIS.
 5. Reconsideration Reviews:
 - a. The Contractor shall reconsider adverse determinations when requested by the Provider or Participant with further clarification or when new/missing medical information is provided or when so requested by the CM; and
 - b. The Contractor shall complete the reconsideration review within 10 Business Days after receipt of the request. For billing purposes, Reconsideration Reviews shall be a component of the original review, not a new review.
- B. In performing preauthorization of DME reviews, the Contractor shall not review:
1. Any request received later than thirty days beyond the first date of service on DHMH Form 4527;
 2. Any requests for payment that does not contain all of the required documentation in Section 3.2.7.4A; and/or
 3. Any requests for payment of services rendered to a Participant whose Medicaid eligibility has not yet been determined. In order to assure payment for this task, the Contractor shall verify active eligibility on the date of service prior to performance of the review.
- C. Notice of Adverse Determination – The Contractor shall provide notice of adverse determinations using a document the language of which is approved by the CM, with copies as indicated on such document, for denials based on medical necessity.

- D. Geographic Application – The Contractor shall perform selected DME reviews for all enrolled Maryland Medicaid DME Providers located in the continental United States.
- E. The timeframes in which the Contractor shall complete the activities listed in Section 3.2.7.3.A are summarized as follows:

DME Reviews				
	Type of Review	Utilization Control Activity	Periodicity	Timeframe for Completion
	Preauthorization of Selected DME	Review and approve or deny requests for payment of selected DME services.	Upon request	No later than 20 days following receipt of request.

3.2.7.4 Retrospective Reviews of Air Ambulance Services

- A. The Contractor shall review electronic and paper claims submissions for payment of Air Ambulance Services (see Section 1.2d) to determine whether the transport was medically necessary. In reaching the determination, the Contractor shall determine the medical necessity of the mode of transport, as well as whether the Participant was transported to the closest appropriate Provider.
1. The Contractor shall review all of the following documents and determine medical necessity for each Air Ambulance Service:
 - a. DHMH Form 4527A;
 - b. Statewide Certification for Medical Assistance Air Transportation Form;
 - c. Demographic Face Sheet from sending hospital;
 - d. Flight Medical Record from the air transporter; and
 - e. Any other supporting medical documentation from the sending or receiving hospital.
 2. The Contractor shall review and approve or deny Air Ambulance Service requests for Maryland Medicaid Participants being transported to a Maryland Medicaid Provider rendering a covered service by determining the following for medical necessity:
 - a. The Participant requires covered services that the sending hospital is unable to provide;
 - b. That the Participant is an eligible Maryland Medical Assistance Participant via MMIS;
 - c. The receiving hospital is the closest that can provide covered services required for treatment and agrees to accept the Participant;
 - d. The Contractor shall confirm that the Air Ambulance Service did not occur from an incident or accident scene as a result of a request from a 911 system; and
 - e. The Participant's medical condition is such that using ground transportation can reasonably be expected to result in placing the Participant's health in further jeopardy.
 - f. The Contractor shall complete all requests for Air Ambulance Services within 30 days of receipt.
 3. Reconsideration Reviews:
 - a. The Contractor shall reconsider adverse determinations when requested by the Provider with further clarification or when new/missing medical information is provided or when so requested by the CM; and
 - b. The Contractor shall complete the reconsideration review within 15 Business Days after receipt of the request. For billing purposes, reconsideration reviews shall be a component of the original review, not a new review.
- B. In performing Retrospective Reviews of Air Ambulance Services, the Contractor shall not review:
1. Any requests for payment that do not contain all of the required documentation in Section 3.2.7.4A;

2. Any initial requests for payment received beyond one year of the date of services rendered; and/or
 3. Any requests for payment of services rendered to a Participant whose Medicaid eligibility has not yet been determined. In order to assure payment for this task, the Contractor shall verify active eligibility on the date of service prior to performance of the review.
- C. Notice of Adverse Determination – The Contractor shall provide notice of adverse determinations using a document the language of which language is approved by the CM, with copies as indicated on such document, for denials based on medical necessity and closest appropriate Provider.
- D. Geographic Application – The Contractor shall perform all Retrospective Reviews for all enrolled Maryland Medicaid Air Ambulance Service Providers.
- E. The timeframes in which the Contractor shall complete the activities listed in Section 3.2.7.4 are summarized as follows:

Air Ambulance Reviews				
	Type of Review	Utilization Control Activity	Periodicity	Timeframe for Completion
	Retrospective Review of Air Ambulance Services	Review and approve or deny requests for payment of Air Ambulance Services.	Upon request	Within 30 days of receipt of request.

3.2.8 Direct and Consequential Damages

The Contractor shall be responsible for all direct and consequential damages, including damages related to the loss of federal financial participation resulting from Contractor's non-performance of the services and duties identified in the Contract.

3.3 Security Requirements

3.3.1 Employee Identification

- (a) Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on State premises. Upon request of authorized State personnel, each such employee or agent shall provide additional photo identification.
- (b) At all times at any facility, the Contractor's personnel shall cooperate with State site requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.

3.3.2 Criminal Background Check

The Contractor shall obtain from each prospective employee a signed statement permitting a criminal background check. The Contractor shall secure at its own expense a Maryland State Police and/or FBI background check and shall provide the CM with completed checks on all new employees prior to assignment. The Contractor may not assign an employee with a criminal record to work under this Contract unless prior written approval is obtained from the CM.

3.3.3 Information Technology

For purposes of this solicitation and the resulting Contract:

- (a) "Sensitive Data" means information that is protected against unwarranted disclosure, to include Personally Identifiable Information (PII), Protected Health Information (PHI) or other private/confidential data, as specifically determined by the State. Sensitive Data includes information about an individual that (1) can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; (2) is linked or linkable to an individual, such as medical, educational, financial, and employment information; (3) falls within the definition of "personal information" under Md. Code Ann., State Govt. § 14-3501(d); or (4) falls within the definition of "personal information" under Md. Code Ann., St. Fin. & Proc. § 10-1301(c).
- (b) "Relevant subcontractor" includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.
- (c) The Contractor, including any relevant subcontractor(s), shall implement administrative, physical, and technical safeguards to protect State data that are no less rigorous than accepted industry standards for information security such as those listed below, and shall ensure that all such safeguards, including the manner in which State data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws as well as the terms and conditions of this solicitation and resulting Contract.
- (d) The Contractor, including any and all subcontractor(s), agrees to abide by all applicable federal, State and local laws concerning information security and comply with current State of Maryland Department of Information Technology Security Policy:
<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>. The State IT Security Policy may be revised from time to time. The Contractor and all subcontractors shall comply with all such revisions. Updated and revised versions of the State IT Policy and Standards are available online at: www.doit.maryland.gov – keyword: Security Policy.

3.3.3.1 Information Security Requirements

To ensure appropriate data protection safeguards are in place, the Contractor and any relevant subcontractor(s) shall at a minimum implement and maintain the following information technology controls at all times throughout the life of the Contract. The Contractor and any relevant subcontractor(s) may augment this list with additional information technology controls.

- (a) Establish separate production, test, and training environments for systems supporting the services provided under this Contract and ensure that production data is not replicated in the test and/or training environment unless it has been previously anonymized or otherwise modified to protect the confidentiality of Sensitive Data elements.
- (b) Apply hardware and software hardening procedures as recommended by the manufacturer to reduce the Contractor/subcontractor's systems' surface of vulnerability. The purpose of system hardening procedures is to eliminate as many security risks as possible. These procedures may include but are not limited to removal of unnecessary software, disabling or removing of

unnecessary services, the removal of unnecessary usernames or logins, and the deactivation of unneeded features in the Contractor/subcontractor's system configuration files.

- (c) Establish policies and procedures to implement and maintain mechanisms for regular internal vulnerability testing of operating system, application, and network devices supporting the services provided under this Contract. Such testing is intended to identify outdated software versions; missing software patches; device or software misconfigurations; and to validate compliance with or deviations from the Contractor's and/or subcontractor's security policy. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- (d) Where website hosting or Internet access is the service provided or part of the service provided, the Contractor and any relevant subcontractor(s) shall conduct regular external vulnerability testing. External vulnerability testing is an assessment designed to examine the Contractor's and subcontractor's security profile from the Internet without benefit of access to internal systems and networks behind the external security perimeter. The Contractor and any relevant subcontractor(s) shall evaluate all identified vulnerabilities on Internet-facing devices for potential adverse effect on the system's security and/or integrity and remediate the vulnerability promptly or document why remediation action is unnecessary or unsuitable. The Department shall have the right to inspect these policies and procedures and the performance of vulnerability testing to confirm the effectiveness of these measures for the services being provided under this Contract.
- (e) Ensure that anti-virus and anti-malware software is installed and maintained on all systems supporting the services provided under this Contract; that the anti-virus and anti-malware software is automatically updated; and that the software is configured to actively scan and detect threats to the system for remediation.
- (f) Enforce strong user authentication and password control measures over the Contractor/subcontractor's systems supporting the services provided under this Contract to minimize the opportunity for unauthorized system access through compromise of the user access controls. At a minimum, the implemented measures should be consistent with the most current State of Maryland Department of Information Technology's Information Security Policy (<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>), including specific requirements for password length, complexity, history, and account lockout.
- (g) Ensure State data under this service is not processed, transferred, or stored outside of the United States.
- (h) Ensure that State data is not comingled with the Contractor's and subcontractor's other clients' data through the proper application of data compartmentalization security measures. This includes but is not limited to classifying data elements and controlling access to those elements based on the classification and the user's access or security level.
- (i) Apply data encryption to protect State data, especially Sensitive Data, from improper disclosure or alteration. Data encryption should be applied to State data in transit over networks and, where possible, State data at rest within the system, as well as to State data when archived for backup purposes. Encryption algorithms which are utilized for this purpose must comply with current Federal Information Processing Standards (FIPS), "Security Requirements for Cryptographic Modules", FIPS PUB 140-2.

<http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>

- (j) Enable appropriate logging parameters on systems supporting services provided under this Contract to monitor user access activities, authorized and failed access attempts, system exceptions, and critical information security events as recommended by the operating system and application manufacturers as well as information security standards including the current State of Maryland Department of Information Security Policy:
<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>
- (k) Retain the aforementioned logs and review them at least daily to identify suspicious or questionable activity for investigation and documentation as to their cause and perform remediation, if required. The Department shall have the right to inspect these policies and procedures and the Contractor or subcontractor's performance to confirm the effectiveness of these measures for the services being provided under this Contract.
- (l) Ensure system and network environments are separated by properly configured and updated firewalls to preserve the protection and isolation of Sensitive Data from unauthorized access as well as the separation of production and non-production environments.
- (m) Restrict network connections between trusted and untrusted networks by physically and/or logically isolating systems supporting the services being provided under the Contract from unsolicited and unauthenticated network traffic.
- (n) Review at regular intervals the aforementioned network connections, documenting and confirming the business justification for the use of all service, protocols, and ports allowed, including the rationale or compensating controls implemented for those protocols considered insecure but necessary.
- (o) Ensure that the Contractor's and any subcontractor's personnel shall not connect any of their own equipment to a State LAN/WAN without prior written approval by the State. The Contractor/subcontractor shall complete any necessary paperwork as directed and coordinated with the CM to obtain approval by the State to connect Contractor/subcontractor-owned equipment to a State LAN/WAN.

3.3.3.2 Contingency / Disaster Recovery Plans

- (a) The Contractor and any relevant subcontractor(s) shall have robust contingency and disaster recovery plans in place to ensure that the services provided under this Contract will be maintained in the event of disruption to the Contractor/subcontractor's operations (including, but not limited to, disruption to information technology systems), however caused.
- (b) The contingency and disaster recovery plans must be designed to ensure that services under this Contract are restored after a disruption within 24 hours in order to avoid unacceptable consequences due to the unavailability of services.
- (c) The Contractor and any relevant subcontractor(s) shall test the contingency/disaster recovery plans at least twice annually to identify any changes that need to be made to the plan(s) to ensure a minimum interruption of service. Coordination shall be made with the State to ensure limited system downtime when testing is conducted. At least one annual test shall include backup media restoration and failover / fallback operations.

- (d) Such contingency and disaster recovery plans shall be available for the Department to inspect and to practically test at any reasonable time, and shall be subject to regular updating, revision, and testing throughout the term of the Contract.

3.3.3.3 Incident Response Requirement

- (a) The Contractor agrees to notify the CM when any Contractor and/or subcontractor system that may access, process, or store State data or work product is subject to unintended access or attack. Unintended access or attack includes compromise by computer malware, malicious search engine, credential compromise or access by an individual or automated program due to a failure to secure a system or adhere to established security procedures.
- (b) The Contractor further agrees to notify the CM within one (1) Business Day of the discovery of the unintended access or attack by providing notice via written or electronic correspondence to the CM and Procurement Officer.
- (c) The Contractor agrees to notify the CM within two (2) hours if there is a threat to the Contractor and/or subcontractor's systems as it pertains to the use, disclosure, and security of the Department's Sensitive Data.
- (d) If an unauthorized use or disclosure of any Sensitive Data occurs, the Contractor must provide written notice to the CM within one (1) Business Day after the Contractor's discovery of such use or disclosure and, thereafter, all information the State requests concerning such unauthorized use or disclosure.
- (e) The Contractor, within one (1) Business Day of discovery, shall report to the CM any improper or non-authorized use or disclosure of Sensitive Data. The Contractor's report shall identify:
 - 1. the nature of the unauthorized use or disclosure;
 - 2. the Sensitive Data used or disclosed;
 - 3. who made the unauthorized use or received the unauthorized disclosure;
 - 4. what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and;
 - 5. what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
 - 6. the Contractor shall provide such other information, including a written report, as reasonably requested by the State.
- (f) The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized release of PII or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law, the Contractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State and its officials and employees from and against any claims, damages, or other harm related to such security obligation breach or other event requiring the notification.
- (g) This Section 3.3.3.3 shall survive expiration or termination of the Contract.

3.4 Insurance Requirements

- 3.4.1 The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, employees, or subcontractors, but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.
- 3.4.2 The Contractor shall maintain Errors and Omissions/Professional Liability insurance with minimum limits of \$1,000,000 per occurrence.
- 3.4.3 The Contractor shall maintain Automobile and/or Commercial Truck Insurance as appropriate with Liability, Collision, and PIP limits no less than those required by the State where the vehicle(s) is registered, but in no case less than those required by the State of Maryland.
- 3.4.4 The Contractor shall maintain Employee Theft Insurance with minimum limits of \$1,000,000 per occurrence.
- 3.4.5 Within five (5) Business Days of recommendation for Contract award, the Contractor shall provide the CM with current certificates of insurance, and shall update such certificates periodically, but no less than annually in multi-year contracts, as directed by the CM. Such copy of the Contractor's current certificate of insurance shall contain at minimum the following:
 - a. Workers' Compensation – The Contractor shall maintain such insurance as necessary and/or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act.
 - b. Commercial General Liability as required in Section 3.4.1.
 - c. Errors and Omissions/Professional Liability as required in Section 3.4.2.
 - d. Automobile and/or Commercial Truck Insurance as required in Section 3.4.3.
 - e. Employee Theft Insurance as required in Section 3.4.4.
- 3.4.6 The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the CM, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. In the event the CM receives a notice of non-renewal, the Contractor shall provide the CM with an insurance policy from another carrier at least 15 days prior to the expiration of the insurance policy then in effect. All insurance policies shall be with a company licensed by the State to do business and to provide such policies.
- 3.4.7 The Contractor shall require that any subcontractors providing primary services (as opposed to non-critical, ancillary services) under this Contract obtain and maintain the same levels of insurance and shall provide the CM with the same documentation as is required of the Contractor.

3.5 Problem Escalation Procedure

- 3.5.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur

during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

The Contractor shall provide contact information to the CM, as well as to other State personnel, as directed should the CM not be available.

3.5.2 The Contractor must provide the PEP no later than ten (10) Business Days after Contract Commencement. The PEP, including any revisions thereto, must also be provided within ten (10) Business Days after the start of each Contract year and within ten (10) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:

- The process for establishing the existence of a problem;
- Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
- For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
- Expedited escalation procedures and any circumstances that would trigger expedited escalation procedures;
- The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
- Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays, etc.) and on an emergency basis; and
- A process for updating and notifying the CM of any changes to the PEP.

Nothing in this section shall be construed to limit any rights of the CM or the State which may be allowed by the Contract or applicable law.

3.6 Invoicing

3.6.1 General

(a) All invoices for services shall be signed by the Contractor and submitted to the CM. All invoices shall include the following information:

- Contractor name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number;
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided, including the number and type of each review provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

- (b) The Department reserves the right to reduce or withhold Contract payment in the event the Contractor does not provide the Department with all required deliverables within the time frame specified in the Contract or in the event that the Contractor otherwise materially breaches the terms and conditions of the Contract until such time as the Contractor brings itself into full compliance with the Contract. Also see the “Living Wage” provision of the Contract, if applicable, which allows for withholding of payment under certain circumstances. Any action on the part of the Department, or dispute of action by the Contractor, shall be in accordance with the provisions of Md. Code Ann., State Finance and Procurement Article §§ 15-215 through 15-223 and with COMAR 21.10.02.

3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices no later than the 15th of the month following the month in which services were performed. The Contractor may submit invoices upon completion of each type of review specified in Attachment F, the Financial Proposal Form, for as many reviews as were completed in the prior month.

3.7 MBE Reports

If this solicitation includes an MBE Goal (see Section 1.33), the Contractor and its MBE subcontractors shall provide the following MBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment D-4A**, the MBE Participation Prime Contractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the CM and the MBE Liaison Officer.
- (b) **Attachment D-4B** (*if applicable*), the MBE Prime Contractor Report by the 10th of the month following the reporting period to the CM and the MBE Liaison Officer.
- (c) **Attachment D-5**, the MBE Participation Subcontractor Paid/Unpaid MBE Invoice Report by the 10th of the month following the reporting period to the CM and the MBE Liaison Officer.

3.8 VSBE Reports

If this solicitation includes a VSBE Goal (see Section 1.41), the Contractor and its VSBE subcontractors shall provide the following VSBE Monthly Reports based upon the commitment to the goal:

- (a) **Attachment M-3**, the VSBE Participation Prime Contractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the CM and the VSBE Liaison Officer.
- (b) **Attachment M-4**, the VSBE Participation Subcontractor Paid/Unpaid VSBE Invoice Report by the 10th of the month following the reporting period to the CM and the VSBE Liaison Officer.

3.9 SOC 2 Type 2 Audit Report

This section applies to the Contractor and any relevant subcontractor who provides services for the Department’s identified critical functions, handles Sensitive Data [see RFP Section 3.3.3(c)], and/or hosts any related implemented system for the State under the Contract. For purposes of this section, “relevant subcontractor” includes any subcontractor that assists the Contractor in the critical functions of the Contract, handles Sensitive Data, and/or assists with any related implemented system, excluding subcontractors that provide secondary services that are not pertinent to assisting the Contractor in the critical functions of the Contract, handling Sensitive Data, and/or assisting with any related implemented system.

The Contractor shall have an annual audit performed, by an independent audit firm of the Contractor's choosing, of the Contractor's and any relevant subcontractor's handling of Sensitive Data and the Department's critical functions, which are identified as utilization control services and call center services, and shall address all areas relating to Information Technology security and operational processes (see RFP Section 3.3.3.). These services provided by the Contractor and any relevant subcontractor that shall be covered by the audit will collectively be referred to as the "Information Functions and/or Processes." Such audits shall be performed in accordance with audit guidance: *Reporting on Controls at a Service Organization Relevant to Security, Availability, Processing Integrity, Confidentiality, or Privacy (SOC 2)* as published by the American Institute of Certified Public Accountants (AICPA) and as updated from time to time, or according to the most current audit guidance promulgated by the AICPA or similarly-recognized professional organization, as agreed to by the Department, to assess the security of outsourced client functions or data (collectively, the "Guidance") as follows:

- 3.9.1 The type of audit to be performed in accordance with the Guidance is a SOC 2 Type 2 Audit (referred to as the "SOC 2 Audit" or "SOC 2 Report"). The initial SOC 2 Audit shall be scheduled and completed within a timeframe to be specified by the CM. All subsequent SOC 2 Audits that are arranged after this initial audit shall be performed on annual basis and submitted to the CM by March 1 for the preceding calendar year.
- 3.9.2 The SOC 2 Audit shall report on the Contractor's and any relevant subcontractor's system(s) and the suitability of the design and operating effectiveness of controls of the Information Functions and/or Processes to meet the requirements of the Contract, including the Security Requirements identified in Section 3.3, relevant to the following trust principles: **Security, Availability, and Confidentiality**, as defined in the aforementioned Guidance.
- 3.9.3 The audit scope of each year's SOC 2 Report may need to be adjusted (including the inclusion or omission of the relevant trust services principles of Security, Availability, Confidentiality, Processing Integrity, and/or Privacy) to accommodate any changes to the Contractor's and any relevant subcontractor's environment since the previous SOC 2 Report. Such changes may include but are not limited to the addition of Information Functions and/or Processes through modifications to the Contract, or due to changes in information technology or operational infrastructure implemented by the Contractor and/or subcontractor. The Contractor and any relevant subcontractor shall ensure that the audit scope of each year's SOC 2 Report engagement shall accommodate these changes by including in the SOC 2 Report all appropriate controls related to the current environment supporting the Information Functions and/or Processes, including those controls required by the Contract.
- 3.9.4 The scope of the SOC 2 Report shall include work performed by any subcontractors that provide essential support to the Contractor for the Information Functions and/or Processes for the services provided to the Department under the Contract. The Contractor shall ensure the audit includes all subcontractors operating in performance of the Contract.
- 3.9.5 All SOC 2 Audits, including those of the Contractor and any relevant subcontractor, shall be performed at no additional expense to the Department.
- 3.9.6 The Contractor and all relevant subcontractors shall promptly provide a complete copy of the final SOC 2 Report(s) to the CM upon completion of each SOC 2 Audit engagement.
- 3.9.7 The Contractor shall provide to the CM, within 30 calendar days of the issuance of each SOC 2 Report, a documented corrective action plan which addresses each audit finding or exception contained in a SOC 2 Report. The corrective action plan shall identify in detail the remedial action to be taken by the Contractor and/or subcontractor(s) along with the date(s) when each remedial action is to be implemented.
- 3.9.8 If the Contractor, including any relevant subcontract, currently has an annual information security assessment performed that includes the operations, systems, and repositories of the Information Functions and/or Processes being provided to the Department under the Contract, and if that assessment generally conforms to the content and objective of the Guidance, the Department will determine in consultation with appropriate State government technology and audit authorities whether the Contractor's and any relevant subcontractor's current information security assessments are acceptable in lieu of the SOC 2 Report(s).

3.9.9 If the Contractor and any relevant subcontractor fails during the Contract term to obtain an annual SOC 2 Report by the date specified in RFP Section 3.9.1, the Department shall have the right to retain an independent audit firm to perform an audit engagement of a SOC 2 Report of the Information Functions and/or Processes utilized or provided by the Contractor and any relevant subcontractor under the Contract. The Contractor and any relevant subcontractor agrees to allow the independent audit firm to access its facility/ies for purposes of conducting this audit engagement(s), and will provide the necessary support and cooperation to the independent audit firm that is required to perform the audit engagement of the SOC 2 Report . The Department will invoice the Contractor for the expense of the SOC 2 Report(s), or deduct the cost from future payments to the Contractor.

3.10 Liquidated Damages

3.10.1 Implementation

If the Contractor does not meet the Go-Live Date, the Contractor shall, in lieu of actual damages, pay the CM as fixed, agreed and liquidated damages the amount of \$5,000 per calendar day from the Go-Live Date until the Contractor becomes operational to the point of service where 3808 and 3871B, files, eligibility files, and Provider files are accepted and operational and priority reports are available. The liquidated damages assessed under this paragraph (a) shall be deducted from the Contractor's month's invoice.

3.10.2 Liquidated Damages for Failure to Satisfy Performance Standards

The Contractor shall submit reports to the CM with the monthly invoice detailing the measurements for the month against the performance standards in this paragraph by the 15th of the following month. For any month in which the Contractor fails to meet one or more of the performance standards (e.g., July 1, 2015 – July 31, 2015), the Contractor shall, in lieu of actual damages, pay the Department as fixed, agreed and liquidated damages in the amount of 0.5% of the monthly invoice for each standard not met. The liquidated damages shall be a deduction from the following month's invoice.

3.10.3 Liquidated Damages

Section	Standard	Measurement	Damages
3.2.2.2, 3.2.2.3 and 3.2.2.4	The Contractor shall at all times maintain staffing levels at 90 percent of the proposed staffing plan set forth in its Technical Proposal or its modified staffing plan approved by the CM.	Liquidated damages are triggered in any month when the Contractor's average number of full time equivalent positions (calculated by adding the number of days in the month) falls below 90% of the number of full time positions in the Contractor's effective staffing proposal in the RFP, and as reported in the Contractor's monthly staffing report required in 3.2.2.2., 3.2.2.3 and 3.2.2.4	0.5% of monthly invoice for the month in which the Contractor's monthly staffing report is due.
3.2.4.A.5.d	Process 95 percent of all Acute Care Hospital Retrospective Reviews within 20 Business Days of receipt of a completed medical record.	Liquidated damages will be triggered in any month in which the Contractor's monthly report as required in 3.2.4.2.A.2.a shows that the Contractor failed to process 95 percent of all within 20 Business Days of receipt of a complete medical	0.5% of monthly invoice for the month in which the Contractor does meet 95 percent, as determined by the Contractor's report

		record.	in section 3.2.4.2.A.2.a
3.2.3.2.B and C	Operate a toll free Provider telephone number that Providers can access 8:00 AM to 5:00 PM. The staffing of this line should be such that 95% of all calls must be answered within 3 rings or 15 seconds or less; a call pick up system which places the call in a queue may be used (answering machines, recorded messages and busy signals are not acceptable) and has less than a 3% abandoned call rate. For 95% of the incoming calls, the on hold time standard is 2 minutes or less.	100% of call center operations meet the associated standard, as determined by the quarterly call center report to be submitted per Section 3.2.3.4 A 7.	0.5% of monthly invoice for the month in which the Contractor's quarterly call center report is due.
3.2. 1.1.A and B	Receives, processes, and maintains data from MMIS that includes but is not limited to MA Participant eligibility files, Provider files, and 3808 files.	Liquidated damages are triggered for each month, starting with the month of the Go-Live Date, in which the Contractor makes an erroneous Participant eligibility determination and issues a 3808 for a Participant that is not eligible; these liquidated damages are measured by the Department of Health and Mental Hygiene.	0.5 % of the monthly invoice.
3.2.5.1.A.1; 3.2.5.2.A.1; 3.2.6.2.A	Process 95 percent of all medical eligibility review requests for Chronic Hospital, special pediatric hospital, and nursing facilities within 15 Business Days of receipt of the request.	Liquidated damages will be triggered in any month in which the Contractor's monthly report as required in 3.2.3.4.A.3.a shows that the Contractor failed to process 95 percent of all within 15 Business Days of receipt of the request.	0.5% of monthly invoice
3.2.7.1.A; 3.2.7.2.A; 3.2.7.2.B; 3.2.7.3; 3.2.7.4	Process 95 percent of all medical eligibility review requests for home and community-based services within the time frames listed in 3.2.7.1.A, 3.2.7.2.A, 3.2.7.2.B, 3.2.7.3 and 3.2.7.4.	Liquidated damages will be triggered in any month in which the Contractor's monthly report as required in 3.2.7.1.A, 3.2.7.2.A, 3.2.7.2.B, 3.2.7.3, and 3.2.7.4 shows that the Contractor failed to process 95 percent of all within the timeframes indicated in those sections.	0.5% of monthly invoice.

3.2.7.1.B	Process 95 percent of all assessments for home and community-based services specified in Section 3.2.7.1.B within 15 Business Days of receipt of the request.	Liquidated damages will be triggered in any month in which the Contractor's monthly report as required in 3.2.7.1.B shows the Contractor failed to process 95 percent of all assessments within 15 Business Days of receipt of the request.	0.5% of monthly invoice.
3.2.5.1.B; 3.2.5.2.B	Complete 95 percent of all CSRs for participants in Chronic Hospitals and special pediatric hospitals as follows: -Desk review: complete the CSR no later than 14 days following the later of admission, conversion to Medicaid, or the previous CSR -Onsite review: complete CSR no later than 30 days following the later of admission, conversion to Medicaid, or the previous CSR.	Liquidated damages will be triggered in any month in which the Contractor's monthly report as required in 3.2.3.4.A.3.a shows that the Contractor failed to process 95 percent of all within 15 Business Days of receipt of the request.	0.5% of monthly invoice
3.2.6.3.A and B	Complete 95 percent of all CSRs for Participants in nursing facilities as follows: -During the Participant's first year of long term care Medicaid eligibility, CSR shall be completed no later than three months following the later of admission, conversion to Medicaid, or completion of the previous CSR -After the Participant's first year of long term care Medicaid eligibility, the Annual Redetermination of Medical Eligibility shall be completed no later than annually following the previous review.	Liquidated damages will be triggered in any month in which the Contractor's monthly report as required in 3.2.3.4.A.3.a shows that the Contractor failed to complete 95 percent of all CSRs within the required timeframes	0.5% of monthly invoice.

The liquidated damages provided for in this section are cumulative, i.e., separate damages can be assessed for each month if not corrected. Additionally, the liquidated damages are in addition to and are not in substitution for DHMH's other rights under the Contract, including the right to terminate the Contract.

3.11 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from the Contract awarded under this solicitation to any subsequent contract for similar services. The transition period shall begin ninety (90) days before the Contract end date, or the end date of any final exercised option or contract extension. The Contractor shall work toward a prompt and timely transition, proceeding in accordance with the directions of the CM.

The End of Contract Transition Plan shall include the transitioning of all State-owned equipment, toll free numbers, software, service, and maintenance activities to a new contractor or back to the State. The plan shall address staffing, communications, inventory, and cooperation between the State CM, the Contractor, and any other appropriate parties. The Contractor shall support end of Contract transition efforts with technical and project support. The Contractor shall remove all State-owned data from its system and return all data to the State in a mutually agreed upon format.

The CM may provide the Contractor with additional instructions to meet specific transition requirements prior to the end of Contract.

SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors shall submit Proposals in separate volumes:

- Volume I – TECHNICAL PROPOSAL
- Volume II – FINANCIAL PROPOSAL

4.2 Proposals

4.2.1 Volume I – Technical Proposal, and Volume II – Financial Proposal shall be sealed separately from one another. It is preferred, but not required, that the name, email address, and telephone number of the Offeror be included on the outside of the packaging for each volume. Each Volume shall contain an unbound original, so identified, and six (6) copies. Unless the resulting package will be too unwieldy, the Department’s preference is for the two (2) sealed Volumes to be submitted together in a single package including a label bearing:

- The RFP title and number,
- Name and address of the Offeror, and
- Closing date and time for receipt of Proposals

To the Procurement Officer (see Section 1.5 “Procurement Officer”) prior to the date and time for receipt of Proposals (see Section 1.11 “Proposals Due (Closing) Date and Time”).

4.2.2 An electronic version (on Compact Disk/CD, Digital Versatile Disc/DVD, or Universal Serial Bus/USB Flash/Thumb Drive) of Volume I-Technical Proposal in Microsoft Word format must be enclosed with the original Volume I - Technical Proposal submission. An electronic version (on CD, DVD, or USB Flash Drive) of Volume II - Financial Proposal in Microsoft Word or Microsoft Excel format must be enclosed with the original Volume II - Financial Proposal submission. Each CD/DVD/USB Flash Drive must be labeled on the outside with the RFP title and number, name of the Offeror, and volume number. Each CD/DVD/USB Flash Drive must be packaged with the original copy of the appropriate Proposal (Technical or Financial).

4.2.3 A second electronic version of Volume I and Volume II in searchable Adobe .pdf format shall be submitted on CD, DVD, or USB Flash Drive for Public Information Act (PIA) requests. This copy shall be redacted so that confidential and/or proprietary information has been removed (see Section 1.14 “Public Information Act Notice”).

4.2.4 Beginning with Tab B (see RFP Section 4.4.2.3), all pages of both Proposal volumes shall be consecutively-numbered from beginning (Page 1) to end (Page “x”). The Title Page, Table of Contents, and any Claim of Confidentiality (Tabs A and A-1; see RFP Sections 4.4.2.1 and 4.4.2.2), should be numbered using small Roman numerals (ex. i, ii, iii, iv, v, etc).

4.2.5 Proposals and any modifications to Proposals will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

4.3 Delivery

Offerors may either mail or hand-deliver Proposals.

- 4.3.1 For U.S. Postal Service deliveries, any Proposal that has been received at the appropriate mailroom, or typical place of mail receipt, for the respective procuring unit by the time and date listed in the RFP will be deemed to be timely. If an Offeror chooses to use the U.S. Postal Service for delivery, the Department recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by the Department. It could take several days for an item sent by first class mail to make its way by normal internal mail to the procuring unit and an Offeror using first class mail will not be able to prove a timely delivery at the mailroom..
- 4.3.2 Hand-delivery includes delivery by commercial carrier acting as agent for the Offeror. For any type of direct (non-mail) delivery, an Offeror is advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.
- 4.3.3 After receipt, a Register of Proposals will be prepared that identifies each Offeror. The Register of Proposals will be open to inspection only after the Procurement Officer makes a determination recommending the award of the Contract.

4.4 Volume I – Technical Proposal

Note: No pricing information is to be included in the Technical Proposal (Volume 1). Pricing information is to be included only in the Financial Proposal (Volume II).

4.4.1 Format of Technical Proposal

Inside a sealed package described in Section 4.2 “Proposals,” the unbound original, six (6) copies, and the electronic version shall be provided. The RFP sections are numbered for ease of reference. Section 4.4.2 sets forth the order of information to be provided in the Technical Proposal, e.g., Section 4.4.2.1 “Title and Table of Contents,” Section 4.4.2.2 “Claim of Confidentiality,” Section 4.4.2.3 “Transmittal Letter,” Section 4.4.2.4 “Executive Summary,” etc. In addition to the instructions below, responses in the Offeror’s Technical Proposal should reference the organization and numbering of Sections in the RFP (ex. “Section 3.2.1 Response . . . ; “Section 3.2.2 Response . . . ,” etc.). This Proposal organization will allow State officials and the Evaluation Committee (see RFP Section 5.1) to “map” Offeror responses directly to RFP requirements by Section number and will aid in the evaluation process.

- 4.4.2 **The Technical Proposal** shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall be separated by a TAB as detailed below:

4.4.2.1 Title Page and Table of Contents (Submit under TAB A)

The Technical Proposal should begin with a Title Page bearing the name and address of the Offeror and the name and number of this RFP. A Table of Contents shall follow the Title Page for the Technical Proposal, organized by section, subsection, and page number.

4.4.2.2 Claim of Confidentiality (If applicable, submit under TAB A-1)

Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the Offeror’s Financial Proposal. An explanation for each claim of confidentiality shall be included (see Section 1.14 “Public Information Act Notice”). The entire Proposal should not be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the Proposal.

4.4.2.3 Transmittal Letter (Submit under TAB B)

A Transmittal Letter shall accompany the Technical Proposal. The purpose of this letter is to transmit the Proposal and acknowledge the receipt of any addenda. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:

- Name and address of the Offeror;
- Name, title, e-mail address, and telephone number of primary contact for the Offeror;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Offeror to its Proposal;
- Federal Employer Identification Number (FEIN) of the Offeror, or if a single individual, that individual's Social Security Number (SSN);
- Offeror's eMM number;
- Offeror's MBE certification number (if applicable);
- Acceptance of all State RFP and Contract terms and conditions (see Section 1.24); if any exceptions are taken, they are to be noted in the Executive Summary (see Section 4.4.2.4); and
- Acknowledgement of all addenda to this RFP.

4.4.2.4 Executive Summary (Submit under TAB C)

The Offeror shall condense and highlight the contents of the Technical Proposal in a separate section titled "Executive Summary." The Summary shall identify the Service Category(ies) and Region(s) for which the Offeror is proposing to provide services (if applicable). In addition, the Summary shall indicate whether the Offeror is the subsidiary of another entity, and if so, whether all information submitted by the Offeror pertains exclusively to the Offeror. If not, the subsidiary Offeror shall include a guarantee of performance from its parent organization as part of its Executive Summary (see RFP Section 1.22 for more information).

The Summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. Exceptions to terms and conditions may result in having the Proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.

If the Offeror has taken no exceptions to the requirements of this RFP, the Contract (Attachment A), or any other attachments, the Executive Summary shall so state.

4.4.2.5 Minimum Qualifications Documentation (If applicable, Submit under TAB D)

The Offeror shall submit any Minimum Qualifications documentation that may be required, as set forth in Section 2 "Offeror Minimum Qualifications."

4.4.2.6 Offeror Technical Response to RFP Requirements and Proposed Work Plan (Submit under TAB E)

- a. The Offeror shall address each Scope of Work requirement (Section 3.2) in its Technical Proposal and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Offeror agreement to any requirement(s), the Offeror shall state its agreement or disagreement. Any paragraph in the Technical Proposal that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a

requirement, term, or condition may result in having the Proposal classified as not reasonably susceptible of being selected for award or the Offeror deemed not responsible.

- b. The Offeror shall give a definitive **section-by-section** description of the proposed plan to meet the requirements of the RFP, i.e., a Work Plan. The Work Plan shall include the specific methodology and techniques to be used by the Offeror in providing the required services as outlined in RFP Section 3, Scope of Work. The description shall include an outline of the overall management concepts employed by the Offeror and a project management plan, including project control mechanisms and overall timelines. Project deadlines considered contract deliverables must be recognized in the Work Plan.
- c. The Offeror shall identify the location(s) from which it proposes to provide the services, including, if applicable, any current facilities that it operates, and any required construction to satisfy the State's requirements as outlined in this RFP.
- d. The Offeror shall provide a draft Problem Escalation Procedure (PEP) that includes, at a minimum, titles of individuals to be contacted by the Department's CM should problems arise under the Contract and explain how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. Final procedures shall be submitted as indicated in RFP Section 3.5.
- e. **Non-Compete Clause Prohibition:**
The Department seeks to maximize the retention of personnel working under this Contract whenever there is a transition of the Contract from one contractor to another so as to minimize disruption due to a change in contractor and to maximize the maintenance of institutional knowledge accumulated by such personnel. To help achieve this objective of staff retention, each Offeror shall agree that if awarded the Contract, the Offeror's employees and agents filling the positions set forth in the staffing requirements of Section [enter applicable Section 3 subsection number(s)] working on the State contract shall be free to work for the contractor awarded the State contract notwithstanding any non-compete clauses to which the employee(s) may be subject. The Offeror agrees not to enforce any non-compete restrictions against the State with regard to these employees and agents if a different vendor succeeds it in the performance of the Contract. To evidence compliance with this non-compete clause prohibition each Offeror must include an affirmative statement in its technical proposal that the Offeror, if awarded a Contract, agrees that its employees and agents shall not be restricted from working with or for any successor contractor that is awarded the State contract.
- f. As part of its Technical Proposal, the Offeror shall conduct a systems demonstration as part of its submission, to be scheduled between the Offeror and the Department.

4.4.2.7 Experience and Qualifications of Proposed Staff (Submit under TAB F)

The Offeror shall identify the number and types of staff proposed to be utilized under the Contract.

The Offeror shall describe in detail how the proposed staff's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s), as detailed in the Work Plan. The Offeror shall include individual resumes for the Key Personnel, including Key Personnel for any proposed subcontractor(s), who are to be assigned to the project if the Offeror is awarded the Contract. Each resume should include the amount of experience the individual has had relative to the Scope of Work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), shall be included in this section.

The Offeror shall provide an Organizational Chart outlining personnel and their related duties. The Offeror shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Offerors using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

4.4.2.8 Offeror Qualifications and Capabilities (Submit under TAB G)

The Offeror shall include information on past experience with similar projects and/or services. The Offeror shall describe how its organization can meet the requirements of this RFP and shall also include the following information:

- a. The number of years the Offeror has provided the similar services;
- b. The number of clients/customers and geographic locations that the Offeror currently serves;
- c. The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this Contract;
- d. The Offeror's process for resolving billing errors; and
- e. An organizational chart that identifies the complete structure of the Offeror, including any parent company, headquarters, regional offices, and subsidiaries of the Offeror.

4.4.2.9 References (Submit under TAB H)

At least three (3) references are requested from customers who are capable of documenting the Offeror's ability to provide the services specified in this RFP. References used to meet any Offeror Minimum Qualifications (see Section 2) may be used to meet this request. Each reference shall be from a client for whom the Offeror has provided services within the past five (5) years and shall include the following information:

- a. Name of client organization;
- b. Name, title, telephone number, and e-mail address, if available, of point of contact for client organization; and
- c. Value, type, duration, and description of services provided.

The Department reserves the right to request additional references or utilize references not provided by an Offeror.

4.4.2.10 List of Current or Prior State Contracts (Submit under TAB I)

Provide a list of all contracts with any entity of the State of Maryland for which the Offeror is currently performing services or for which services have been completed within the last five (5) years. For each identified contract, the Offeror is to provide:

- a. The State contracting entity;
- b. A brief description of the services/goods provided;
- c. The dollar value of the contract;
- d. The term of the contract;
- e. The State employee contact person (name, title, telephone number, and, if possible, e-mail address); and

- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the Offeror's level of performance on State contracts will be used by the Procurement Officer to determine the responsibility of the Offeror and considered as part of the experience and past performance evaluation criteria of the RFP.

4.4.2.11 Financial Capability (Submit under TAB J)

An Offeror must include in its Proposal a commonly-accepted method to prove its fiscal integrity. If available, the Offeror shall include Financial Statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

In addition, the Offeror may supplement its response to this Section by including one or more of the following with its response:

- a. Dunn and Bradstreet Rating;
- b. Standard and Poor's Rating;
- c. Lines of credit;
- d. Evidence of a successful financial track record; and
- e. Evidence of adequate working capital.

4.4.2.12 Certificate of Insurance (Submit under TAB K)

The Offeror shall provide a copy of its current certificate of insurance showing the types and limits of insurance in effect as of the Proposal submission date. The current insurance types and limits do not have to be the same as described in Section 3.4. See Section 5.6 for the required insurance certificate submission for the recommended Offeror.

4.4.2.13 Subcontractors (Submit under TAB L)

The Offeror shall provide a complete list of all subcontractors that will work on the Contract if the Offeror receives an award, including those utilized in meeting the MBE and/or VSBE subcontracting goal, if applicable. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project. See Sections 4.4.2.6 and 4.4.2.7 for additional Offeror requirements related to Subcontractors.

4.4.2.14 Legal Action Summary (Submit under TAB M)

This summary shall include:

- a. A statement as to whether there are any outstanding legal actions or potential claims against the Offeror and a brief description of any action;
- b. A brief description of any settled or closed legal actions or claims against the Offeror over the past five (5) years;
- c. A description of any judgments against the Offeror within the past five (5) years, including the case name, court case docket number, and what the final ruling or determination was from the court; and
- d. In instances where litigation is on-going and the Offeror has been directed not to disclose information by the court, provide the name of the judge and location of the court.

4.4.2.15 Economic Benefit Factors (Submit under TAB N)

The Offeror shall submit with its Proposal a narrative describing benefits that will accrue to the Maryland economy as a direct or indirect result of its performance of this contract. Proposals will be evaluated to assess the benefit to Maryland's economy specifically offered. See COMAR 21.05.03.03A(3).

Proposals that identify specific benefits as being contractually enforceable commitments will be rated more favorably than Proposals that do not identify specific benefits as contractual commitments, all other factors being equal.

Offerors shall identify any performance guarantees that will be enforceable by the State if the full level of promised benefit is not achieved during the Contract term.

As applicable, for the full duration of the Contract, including any renewal period, or until the commitment is satisfied, the Contractor shall provide to the Procurement Officer or other designated agency personnel reports of the actual attainment of each benefit listed in response to this section. These benefit attainment reports shall be provided quarterly, unless elsewhere in these specifications a different reporting frequency is stated.

Please note that in responding to this section, the following do not generally constitute economic benefits to be derived from this Contract:

- a. generic statements that the State will benefit from the Offeror's superior performance under the Contract;
- b. descriptions of the number of Offeror employees located in Maryland other than those that will be performing work under this Contract; or
- c. tax revenues from Maryland based employees or locations, other than those that will be performing, or used to perform, work under this Contract.

Discussion of Maryland-based employees or locations may be appropriate if the Offeror makes some projection or guarantee of increased or retained presence based upon being awarded this Contract.

Examples of economic benefits to be derived from a contract may include any of the following. For each factor identified below, identify the specific benefit and contractual commitments and provide a breakdown of expenditures in that category:

- The Contract dollars to be recycled into Maryland's economy in support of the Contract, through the use of Maryland subcontractors, suppliers and joint venture partners. Do not include actual fees or rates paid to subcontractors or information from your Financial Proposal;
- The number and types of jobs for Maryland residents resulting from the Contract. Indicate job classifications, number of employees in each classification and the aggregate payroll to which the Offeror has committed, including contractual commitments at both prime and, if applicable, subcontract levels. If no new positions or subcontracts are anticipated as a result of this Contract, so state explicitly;
- Tax revenues to be generated for Maryland and its political subdivisions as a result of the Contract. Indicate tax category (sales taxes, payroll taxes, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the Contract;
- Subcontract dollars committed to Maryland small businesses and MBEs; and
- Other benefits to the Maryland economy which the Offeror promises will result from awarding the Contract to the Offeror, including contractual commitments. Describe the benefit, its value to the

Maryland economy, and how it will result from, or because of the Contract award. Offerors may commit to benefits that are not directly attributable to the Contract, but for which the Contract award may serve as a catalyst or impetus.

4.4.3 Additional Required Technical Submissions (Submit under TAB O)

4.4.3.1 The following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.4.2.

- a. Completed Bid/Proposal Affidavit (**Attachment B**).
- b. Completed Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G-1**).

4.4.3.2 ***If Required**, the following documents shall be completed, signed, and included in the Technical Proposal, under TAB O that follows the material submitted in response to Section 4.4.2. *See appropriate RFP Section to determine whether the particular document is required for this procurement:

- a. A Signed Statement from the Offeror's Parent Organization Guaranteeing Performance of the Offeror. ***see Section 1.22**
- b. Completed MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) ***see Section 1.33**.
- c. Completed Federal Funds Attachment (**Attachment H**) ***see Section 1.35**.
- d. Completed Conflict of Interest Affidavit and Disclosure (**Attachment I**) ***see Section 1.36**.
- e. Completed Mercury Affidavit (**Attachment L**) ***see Section 1.40**.
- f. Completed Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Prime/Subcontractor Participation Schedule. (**Attachment M-1**) ***see Section 1.41**.
- g. Completed Location of the Performance of Services Disclosure (**Attachment N**) ***see Section 1.42**.

4.5 Volume II – Financial Proposal

Under separate sealed cover from the Technical Proposal and clearly identified in the format identified in Section 4.2 "Proposals," the Offeror shall submit an original unbound copy, six (6) copies, and an electronic version in Microsoft Word or Microsoft Excel of the Financial Proposal. The Financial Proposal shall contain all price information in the format specified in **Attachment F**. The Offeror shall complete the Financial Proposal Form only as provided in the Financial Proposal Instructions and the Financial Proposal Form itself.

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SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Proposals, participate in Offeror oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Technical Proposal Evaluation Criteria

The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any subcriteria within each criterion have equal weight.

5.2.1 Offeror's Technical Response to RFP Requirements and Work Plan (See RFP § 4.4.2.6)

The State prefers an Offeror's response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements and mastery of the subject matter, including an explanation of how the work will be done. Proposals which include limited responses to work requirements such as "concur" or "will comply" will receive a lower ranking than those Proposals that demonstrate an understanding of the work requirements and include plans to meet or exceed them. If the Offeror proposes value added services within the cost of the Contract, those services should be clearly identified.

1. To what extent does the work plan and Technical Proposal demonstrate the understanding and ability of the Offeror to successfully meet the requirements, deliverables and the time frames of the RFP, including a timeline showing all critical steps and responsible staff for each component?
2. Is the work plan reasonable to achieve the Department's goals, objectives and requirements?
3. To what extent does the Offeror demonstrate that its proposed system solutions have the functionality to meet the operational requirements of the Contract as found in Section 3.2.1?
4. How will the Offeror maintain the confidentiality and security of medical records? By what means does the Offeror propose to comply with Federal and State privacy requirements?
5. Does the proposal provide a reasonable Transition Plan that provides for the transfer of responsibilities, information, computer databases, software and documentation, and materials as identified in Section 3.2.3.5? Does the plan detail a reasonable amount of time for the transition from the current Contractor, how the transition is to be accomplished, and also provide a Transition plan for movement to a successor contractor at the end of this Contract?

5.2.2 Offeror Qualifications and Capabilities, including proposed Subcontractors (See RFP § 4.4.2.8 – 4.4.2.14)

1. To what extent has the Offeror documented and demonstrated sufficient physical, technological, personnel, and financial resources to fulfill the requirements of the RFP?
2. Is the organizational structure of the Offeror well-suited to the provision of services under the RFP?
3. Has the Offeror demonstrated experience in successfully managing similar projects?
4. To what extent do the Offeror's references support the information provided in their proposal?
5. Are subcontractors identified and is the description of their role relative to the proposal clearly defined?

- Are these subcontractors appropriate to accomplish the objectives of the Contract?
6. Does the Offeror have a demonstrated history of fiscal and legal integrity?

5.2.3 Experience and Qualifications of Proposed Staff (See RFP § 4.4.2.7)

1. To what extent has the Offeror documented that key staff assigned to the project has experience with the various components of the RFP?
2. Does the Offeror adequately describe the appropriate personnel with their qualifications and their respective areas of responsibility?

5.2.4 Economic Benefit to State of Maryland (See RFP § 4.4.2.15)

5.3 Financial Proposal Evaluation Criteria

All Qualified Offerors (see Section 5.5.2.4) will be ranked from the lowest (most advantageous) to the highest (least advantageous) price based on the Total Proposal Price within the stated guidelines set forth in this RFP and as submitted on **Attachment F** - Financial Proposal Form.

5.4 Reciprocal Preference

Although Maryland law does not generally authorize procuring units to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 permits procuring units to apply a reciprocal preference in favor of a Maryland resident business under the following conditions:

- The Maryland resident business is a responsible Offeror;
- The most advantageous offer is from a responsible Offeror whose principal office or principal operations through which it would provide the services required under this RFP is in another state;
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The Maryland resident preference does not conflict with a federal law or grant affecting the procurement Contract.

The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

5.5 Selection Procedures

5.5.1 General

The Contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The Competitive Sealed Proposals method allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

In either case (i.e., with or without discussions), the State may determine an Offeror to be not responsible and/or an Offeror's Proposal to be not reasonably susceptible of being selected for award at any time after the

initial closing date for receipt of Proposals and prior to Contract award. If the State finds an Offeror to be not responsible and/or an Offeror's Technical Proposal to be not reasonably susceptible of being selected for award, that Offeror's Financial Proposal will subsequently be returned if the Financial Proposal is unopened at the time of the determination.

5.5.2 Selection Process Sequence

- 5.5.2.1 A determination is made that the MDOT Certified MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) is included and is properly completed, if there is an MBE goal. In addition, a determination is made that the Veteran-Owned Small Business Enterprise (VSBE) Utilization Affidavit and Subcontractor Participation Schedule (**Attachment M-1**) is included and is properly completed, if there is a VSBE goal. Finally, a determination is made that all Offeror Minimum Qualifications, if any (See RFP Section 2), have been satisfied.
- 5.5.2.2 Technical Proposals are evaluated for technical merit and ranked. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the State's requirements and the Offeror's ability to perform the services, as well as to facilitate arrival at a Contract that is most advantageous to the State. Offerors will be contacted by the State as soon as any discussions are scheduled.
- 5.5.2.3 Offerors must confirm in writing any substantive oral clarifications of, or changes in, their Technical Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Technical Proposal. Technical Proposals are given a final review and ranked.
- 5.5.2.4 The Financial Proposal of each Qualified Offeror (a responsible Offeror determined to have submitted an acceptable Proposal) will be evaluated and ranked separately from the Technical evaluation. After a review of the Financial Proposals of Qualified Offerors, the Evaluation Committee or Procurement Officer may again conduct discussions to further evaluate the Offeror's entire Proposal.
- 5.5.2.5 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for a BAFO.

5.5.3 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, technical factors will receive greater weight than financial factors.

5.6 Documents Required upon Notice of Recommendation for Contract Award

Upon receipt of a Notification of Recommendation for Contract Award, the following documents shall be completed, signed if applicable with original signatures, and submitted by the recommended awardee within five (5) Business Days, unless noted otherwise. Submit three (3) copies of each of the following documents:

- a. Contract (**Attachment A**),
- b. Contract Affidavit (**Attachment C**),
- c. MBE **Attachments D-2 and D-3A/B**, within ten (10) Business Days, if applicable; *see **Section 1.33**,

- d. MBE Waiver Justification within ten (10) Business Days (see **MBE Waiver Guidance and forms in Attachments D-1B and D-1C**), if a waiver has been requested (if applicable; *see **Section 1.33**),
- e. Non-Disclosure Agreement (**Attachment J**), if applicable; *see **Section 1.37**,
- f. HIPAA Business Associate Agreement (**Attachment K**), if applicable; *see **Section 1.38**,
- g. VSBE **Attachment M-2**, if applicable *see **Section 1.41**,
- h. DHR Hiring Agreement, **Attachment O**, if applicable *see **Section 1.43**, and
- i. Copy of a current Certificate of Insurance with the prescribed limits set forth in Section 3.4 “Insurance Requirements,” listing the State as an additional insured, if applicable; *see **Section 3.4**.

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RFP ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the Department. It is provided with the RFP for informational purposes and is not required to be submitted at Proposal submission time. Upon notification of recommendation for award, a completed contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

If required (see Section 1.33), these Attachments include the MBE subcontracting goal statement, instructions, and MBE Attachments D-1 through D-5. Attachment D-1 must be properly completed and submitted with the Offeror's Technical Proposal or the Proposal will be deemed not reasonably susceptible of being selected for award and rejected. Within 10 Business Days of receiving notification of recommendation for Contract award, the Offeror must submit Attachments D-2 and D-3A/B.

ATTACHMENT E – Pre-Proposal Conference Response Form

It is requested that this form be completed and submitted as described in Section 1.7 by those potential Offerors that plan on attending the Pre-Proposal Conference.

ATTACHMENT F – Financial Proposal Instructions and Form

The Financial Proposal Form must be completed and submitted in the Financial Proposal package.

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Attachment G-1 Living Wage Affidavit of Agreement must be completed and submitted with the Technical Proposal.

ATTACHMENT H – Federal Funds Attachment

If required (see Section 1.35), these Attachments must be completed and submitted with the Technical Proposal as instructed in the Attachments.

ATTACHMENT I – Conflict of Interest Affidavit and Disclosure

If required (see Section 1.36), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT J – Non-Disclosure Agreement

If required (see Section 1.37), this Attachment must be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT K – HIPAA Business Associate Agreement

If required (see Section 1.38), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award. However, to expedite processing, it is suggested that this document be completed and submitted with the Technical Proposal.

ATTACHMENT L – Mercury Affidavit

If required (see Section 1.40), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT M – Veteran-Owned Small Business Enterprise Forms

If required (see Section 1.41), these Attachments include the VSBE Attachments M-1 through M-4. Attachment M-1 must be completed and submitted with the Technical Proposal. Attachment M-2 is required to be submitted within ten (10) Business Days of receiving notification of recommendation for award.

ATTACHMENT N – Location of the Performance of Services Disclosure

If required (see Section 1.42), this Attachment must be completed and submitted with the Technical Proposal.

ATTACHMENT O – Department of Human Resources (DHR) Hiring Agreement

If required (see Section 1.43), this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT P – DHMH Forms

ATTACHMENT Q – Weekly Acute Care Hospital Reports

ATTACHMENT R – Monthly Acute Care Hospital Reports

ATTACHMENT S – Adult Chronic Hospital, Special Pediatric Hospital, Nursing Facility, And Home And Community Based Services Reports

ATTACHMENT T – Quarterly Call Center Report

ATTACHMENT U – Weekly DME Report

ATTACHMENT V – Weekly Air Ambulance Report

ATTACHMENT W – Weekly DME & Air Ambulance Reconsideration Report

ATTACHMENT X – Supplemental Ventilator Questionnaires

ATTACHMENT Y – Annual Estimates

ATTACHMENT Z – 3808 File Definition

ATTACHMENT A – CONTRACT

Utilization Control of Selected Hospital, Nursing Facility, and Home and Community Based Services Reimbursed by the Maryland Medicaid Program

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Office of Health Services, Maryland Department of Health and Mental Hygiene.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contract Monitor” means the Department employee identified in Section 1.6 of the RFP as the Contract Monitor.
- 1.3 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.4 “Department” means the Office of Health Services, Maryland Department of Health and Mental Hygiene.
- 1.5 “Financial Proposal” means the Contractor’s Financial Proposal dated (Financial Proposal date).
- 1.6 “Procurement Officer” means the Department employee identified in Section 1.5 of the RFP as the Procurement Officer.
- 1.7 “RFP” means the Request for Proposals for Utilization Control of Selected Hospital, Nursing Facility, and Home and Community Based Services Reimbursed by the Maryland Medicaid Program, Solicitation # (solicitation number), and any addenda thereto issued in writing by the State.
- 1.8 “State” means the State of Maryland.
- 1.9 “Technical Proposal” means the Contractor’s Technical Proposal dated (Technical Proposal date).

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract for Utilization Control of Selected Hospital, Nursing Facility, and Home and Community Based Services Reimbursed by the Maryland Medicaid Program awarded in accordance with Exhibits A-C listed in this section and incorporated as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – State Contract Affidavit, executed by the Contractor and dated (date of Attachment C)

Exhibit C – The Proposal (Technical and Financial)

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the RFP. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance.

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract as of the Go-Live Date contained in the written Notice to Proceed. From this Go-Live Date, the Contract shall be for a period of approximately three (3) years beginning February 1, 2016 and ending on January 31, 2019.
- 3.2 The State, at its sole option, has the unilateral right to extend the term of the Contract for two (2) additional successive one-year terms at the prices quoted in the Financial Proposal for Option Years.
- 3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal.

Contractor shall notify the Contract Monitor, in writing, at least sixty (60) days before payments reach the above specified amount. After notification by the Contractor, if the State fails to increase the Contract amount, the Contractor shall have no obligation to perform under this Contract after payments reach the stated amount; provided, however, that, prior to the stated amount being reached, the Contractor shall: (a) promptly consult with the State and work in good faith to establish a plan of action to assure that every reasonable effort has been undertaken by the Contractor to complete State-defined critical work in progress prior to the date the stated amount will be reached; and (b) when applicable secure databases, systems, platforms, and/or applications on which the Contractor is working so that no damage or vulnerabilities to any of the same will exist due to the existence of any such unfinished work.

- 4.2 Payments to the Contractor shall be made no later than thirty (30) days after the Department's receipt of a proper invoice for services provided by the Contractor, acceptance by the Department of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor

who is an individual which is (Contractor's FEIN or SSN). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 are prohibited. Invoices shall be submitted to the Contract Monitor. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.
- 4.5 Contractor's eMarylandMarketplace vendor ID number is (Contractor's eMM number).

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act and the implementation of regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.
- 8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

- 10.1 The Contractor shall hold harmless and indemnify the State from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

- 10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State or the State's employees.
- 10.3 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.4 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.
- 10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of, or relating to, the Contractor's performance under this Contract.
- 10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, sexual orientation, sexual identity, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Md. Code Ann., Election Law Article, Title 14, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31. Additional information is available on the State Board of Elections website: http://www.elections.state.md.us/campaign_finance/index.html.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this Contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations or federal retention requirements (such as HIPAA), whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. In the event of any audit, the Contractor shall provide assistance to the State, without additional compensation, to identify, investigate, and reconcile any audit discrepancies and/or variances. This Section 24 shall survive expiration or termination of the Contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- 25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid/Proposal.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid/Proposal, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Liability

- 28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:
 - a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;

- b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
- c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable) (Note that if there is a guarantor, the guarantor should be named as party and signatory to the Contract and should be in good standing with SDAT)

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, suit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor

understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- a. Not process further payments to the contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation:
- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
 - b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the Department and the contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- a. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
 - b. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:
 - (a) The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - (b) The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - c. If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to,

requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

- d. If the Department determines that the Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- e. Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Liquidated Damages

- 32.1 The Contract requires the Contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and Contract provisions. The State and the Contractor acknowledge and agree that the State will incur economic damages and losses, including, but not limited to, loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and pertinent MBE Contract provisions. The parties further acknowledge and agree that the damages the State might reasonably be anticipated to accrue as a result of such lack of compliance are difficult or impossible to ascertain with precision and that liquidated damages represent a fair, reasonable, and appropriate estimation of damages.

Upon a determination by the State that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or pertinent MBE Contract provisions and without the State being required to present any evidence of the amount or character of actual damages sustained, the Contractor agrees to pay liquidated damages to the State at the rates set forth below. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty. The Contractor expressly agrees that the State may withhold payment on any invoices as an offset against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed-upon liquidated damages are reasonably proximate to the loss the State is anticipated to incur as a result of each violation.

- 32.1.1 Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B(3): \$35.00 per day until the monthly report is submitted as required.
- 32.1.2 Failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B(4): \$90.00 per MBE subcontractor.
- 32.1.3 Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the Contract.
- 32.1.4 Failure to meet the Contractor’s total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

32.1.5 Failure to promptly pay all undisputed amounts to a subcontractor in full compliance with the prompt payment provisions of the Contract: \$100.00 per day until the undisputed amount due to the subcontractor is paid.

32.2 Notwithstanding the assessment or availability of liquidated damages, the State reserves the right to terminate the Contract and to exercise any and all other rights or remedies which may be available under the Contract or which otherwise may be available at law or in equity.

33. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the agency may withhold payment of any invoice or retainage. The agency may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

34. Contract Monitor and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Monitor. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

35. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Queen Davis
Procurement Officer
201 West Preston Street, Room 416D
Baltimore, Maryland 21201
Phone: (410) 767-5335 Fax: (410) 333-5958
Email: Queen.Davis@maryland.gov

If to the Contractor: _____

36. Federal Department of Health and Human Services (DHHS) Exclusion Requirements

The Contractor agrees that it will comply with federal provisions (pursuant to §§ 1128 and 1156 of the Social Security Act and 42 C.F.R. 1001) that prohibit payments under certain federal health care programs to any individual or entity that is on the List of Excluded Individuals/Entities maintained by DHHS. By executing this contract, the Contractor affirmatively declares that neither it nor any employee is, to the best of its knowledge, subject to exclusion. The Contractor agrees, further, during the term of this contract, to check the List of Excluded Individuals/Entities prior to hiring or assigning individuals to work on this Contract, and to notify the Department immediately of any identification of the Contractor or an individual employee as excluded, and of any DHHS action or proposed action to exclude the Contractor or any Contractor employee.

36. Compliance with Federal HIPAA and State Confidentiality Law

36.1 The Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d

et seq., and implementing regulations including 45 C.F.R. Parts 160 and 164. The Contractor also agrees to comply with the Maryland Confidentiality of Medical Records Act (MCMRA), Md. Code Ann. Health-General §§ 4-301 et seq. This obligation includes:

- (a) As necessary, adhering to the privacy and security requirements for protected health information and medical records under HIPAA and MCMRA and making the transmission of all electronic information compatible with the HIPAA requirements;
- (b) Providing training and information to employees regarding confidentiality obligations as to health and financial information and securing acknowledgement of these obligations from employees to be involved in the contract; and
- (c) Otherwise providing good information management practices regarding all health information and medical records.

36.2 Based on the determination by the Department that the functions to be performed in accordance with the scope of work set forth in the solicitation constitute business associate functions as defined in HIPAA, the selected Bidder/Offeror shall execute a business associate agreement as required by HIPAA regulations at 45 C.F.R. 164.501 and in the form as required by the Department.

36.3 Protected Health Information as defined in the HIPAA regulations at 45 C.F.R. 160.103 and 164.501, means information transmitted as defined in the regulations, that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

37. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

38. Miscellaneous

38.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.

38.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

STATE OF MARYLAND
DEPARTMENT OF HEALTH AND
MENTAL HYGIENE

By:

By: **Van Mitchell, Secretary**

Date

Or designee:

Date

Approved for form and legal sufficiency
this ____ day of _____, 20____.

Assistant Attorney General

APPROVED BY BPW: _____
(Date) (BPW Item #)

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/Proposal on this project, the Bidder/Offeror has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal. As part of its Bid/Proposal, the Bidder/Offeror herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority Proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/Proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/Proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/Proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/Proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/Proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,
 - (d) §7205, Fraud and False Statements, or
 - (e) §7207, Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286, Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body,

the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/Proposal that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/Proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/Proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

2. The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the Bid or Proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR §260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/Proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: _____ Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID

Number: _____ Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a contract for a procurement with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) February 5, to cover the six (6) month period ending January 31; and (ii) August 5, to cover the six (6) month period ending July 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its Bid/Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;

(h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

- (i) Take appropriate personnel action against an employee, up to and including termination; or
- (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, 201____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (printed name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENTS D – MINORITY BUSINESS ENTERPRISE FORMS

MBE ATTACHMENT D-1A MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT & MBE PARTICIPATION SCHEDULE - INSTRUCTIONS

PLEASE READ BEFORE COMPLETING THIS DOCUMENT

This form includes Instructions and the MBE Utilization and Fair Solicitation Affidavit & MBE Participation Schedule which must be submitted with the Bid/Proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the Bid or Proposal as required, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.

1. Contractor shall structure its procedures for the performance of the work required in this Contract to attempt to achieve the minority business enterprise (MBE) subcontractor participation goal stated in the Invitation for Bids or Request for Proposals. Contractor agrees to exercise good faith efforts to carry out the requirements set forth in these Instructions, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03.
2. MBE Goals and Subgoals: Please review the solicitation for information regarding the Contract's MBE overall participation goals and subgoals. After satisfying the requirements for any established subgoals, the Contractor is encouraged to use a diverse group of subcontractors and suppliers from any/all of the various MBE classifications to meet the remainder of the overall MBE participation goal.
3. MBE means a minority business enterprise that is certified by the Maryland Department of Transportation ("MDOT"). Only MBEs certified by MDOT may be counted for purposes of achieving the MBE participation goals. In order to be counted for purposes of achieving the MBE participation goals, the MBE firm, including an MBE Prime, must be MDOT-certified for the services, materials or supplies that it is committed to perform on the MBE Participation Schedule.
4. Please refer to the MDOT MBE Directory at www.mdot.state.md.us to determine if a firm is certified with the appropriate North American Industry Classification System ("NAICS") Code **and** the product/services description (specific product that a firm is certified to provide or specific areas of work that a firm is certified to perform). For more general information about NAICS, please visit www.naics.com. Only those specific products and/or services for which a firm is certified in the MDOT Directory can be used for purposes of achieving the MBE participation goals. **WARNING:** If the firm's NAICS Code is in graduated status, such services/products may not be counted for purposes of achieving the MBE participation goals. A NAICS Code is in the graduated status if the term "Graduated" follows the Code in the MDOT MBE Directory.
5. **Guidelines Regarding MBE Prime Self-Performance:** Please note that when a certified MBE firm participates as a Prime contractor on a Contract, a procurement agency may count the distinct, clearly defined portion of the work of the Contract that the certified MBE firm performs with its own workforce toward fulfilling up to, but no more than, fifty-percent (50%) of the MBE participation goal (overall), including up to one hundred percent (100%) of not more than one of the MBE participation subgoals, if any, established for the Contract.
 - ✓ In order to receive credit for self-performance, an MBE Prime must be certified in the appropriate NAICS code to do the work and must list its firm in the MBE Participation Schedule, including the certification category under which the MBE Prime is self-performing and include information regarding the work it will self-perform.

- ✓ For the remaining portion of the overall goal and the remaining subgoals, the MBE Prime must also identify on the MBE Participation Schedule the other certified MBE subcontractors used to meet those goals or request a waiver.
 - ✓ These guidelines apply to the work performed by the MBE Prime that can be counted for purposes of meeting the MBE participation goals. These requirements do not affect the MBE Prime's ability to self-perform a greater portion of the work in excess of what is counted for purposes of meeting the MBE participation goals.
 - ✓ Please note that the requirements to meet the MBE participation overall goal and subgoals are distinct and separate. If the Contract has subgoals, regardless of MBE Prime's ability to self-perform up to 50% of the overall goal (including up to 100% of any subgoal), the MBE Prime must either commit to other MBEs for each of any remaining subgoals or request a waiver. As set forth in **Attachment D1-B Waiver Guidance**, the MBE Prime's ability to self-perform certain portions of the work of the Contract will not be deemed a substitute for the good faith efforts to meet any remaining subgoal or the balance of the overall goal.
 - ✓ In certain instances where the percentages allocated to MBE participation subgoals add up to more than 50% of the overall goal, the portion of self-performed work that an MBE Prime may count toward the overall goal may be limited to less than 50%. Please refer to GOMA's website (www.goma.maryland.gov) for the MBE Prime Regulations Q&A for illustrative examples.
6. Subject to items 1 through 5 above, when a certified MBE performs as a participant in a joint venture, a procurement agency may count a portion of the total dollar value of the Contract equal to the distinct, clearly-defined portion of the work of the contract that the certified MBE performs with its own workforce towards fulfilling the Contract goal, and not more than one of the Contract subgoals, if any.
 7. As set forth in COMAR 21.11.03.12-1, once the Contract work begins, the work performed by a certified MBE firm, including an MBE prime, can only be counted towards the MBE participation goal(s) if the MBE firm is performing a commercially useful function on the Contract. Please refer to COMAR 21.11.03.12-1 for more information regarding these requirements.
 8. If you have any questions as to whether a firm is certified to perform the specific services or provide specific products, please contact MDOT's Office of Minority Business Enterprise at 1-800-544-6056 or via email to mbe@mdot.state.md.us sufficiently prior to the submission due date.
 9. Worksheet: The percentage of MBE participation, calculated using the percentage amounts for all of the MBE firms listed on the Participation Schedule **MUST** at least equal the MBE participation goal **and** subgoals (if applicable) set forth in the solicitation. If a Bidder/Offeror is unable to achieve the MBE participation goal and/or any subgoals (if applicable), the Bidder/Offeror must request a waiver in Item 1 of the MBE Utilization and Fair Solicitation Affidavit (**Attachment D-1A**) or the Bid will be deemed not responsive, or the Proposal determined to be not susceptible of being selected for award. You may wish to use the Subgoal summary below to assist in calculating the percentages and confirm that you have met the applicable MBE participation goal and subgoals, if any.

SUBGOALS (IF APPLICABLE)

TOTAL AFRICAN AMERICAN MBE PARTICIPATION:	_____ %
TOTAL ASIAN AMERICAN MBE PARTICIPATION:	_____ %
TOTAL HISPANIC AMERICAN MBE PARTICIPATION:	_____ %
TOTAL WOMEN-OWNED MBE PARTICIPATION:	_____ %

OVERALL GOAL

TOTAL MBE PARTICIPATION (INCLUDE ALL CATEGORIES):	_____ %
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MBE ATTACHMENT D-1A
MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
& MBE PARTICIPATION SCHEDULE

This MBE Utilization and Fair Solicitation Affidavit and MBE Participation Schedule must be completed in its entirety and included with the Bid/Proposal. If the Bidder/Offeror fails to accurately complete and submit this Affidavit and Schedule with the Bid or Proposal as required, the Procurement Officer shall deem the Bid non-responsive or shall determine that the Proposal is not reasonably susceptible of being selected for award.

In connection with the Bid/Proposal submitted in response to Solicitation No. (solicitation Number), I affirm the following:

1. **MBE Participation (PLEASE CHECK ONLY ONE)** (Agency should insert the participation goal and subgoal amounts from the PRG and Subgoal Worksheet in the blanks below, delete any of the subgoals that do not apply to this solicitation, and then delete this sentence of instruction.)

☐ I acknowledge and intend to meet IN FULL both the overall certified Minority Business Enterprise (MBE) participation goal of _____ percent and all of the following subgoals:

_____ percent for African American-owned MBE firms

_____ percent for Hispanic American-owned MBE firms

_____ percent for Asian American-owned MBE firms

_____ percent for Women-owned MBE firms

Therefore, I am not seeking a waiver pursuant to COMAR 21.11.03.11. I acknowledge that by checking the above box and agreeing to meet the stated goal and subgoal(s), if any, I must complete the MBE Participation Schedule (Item 4 below) in order to be considered for award.

OR

☐ I conclude that I am unable to achieve the MBE participation goal and/or subgoals. I hereby request a waiver, in whole or in part, of the overall goal and/or subgoals. I acknowledge that by checking this box and requesting a partial waiver of the stated goal and/or one or more of the stated subgoal(s) if any, I must complete the MBE Participation Schedule (Item 4 below) for the portion of the goal and/or subgoal(s) if any, for which I am not seeking a waiver, in order to be considered for award.

2. **Additional MBE Documentation**

I understand that if I am notified that I am the apparent awardee or as requested by the Procurement Officer, I must submit the following documentation within 10 Business Days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:

(a) Good Faith Efforts Documentation to Support Waiver Request (**Attachment D-1C**)

(b) Outreach Efforts Compliance Statement (**Attachment D-2**);

- (c) MBE Subcontractor/MBE Prime Project Participation Statement (**Attachments D-3A/B**);
- (d) Any other documentation, including additional waiver documentation if applicable, required by the Procurement Officer to ascertain Bidder or Offeror responsibility in connection with the certified MBE participation goal and subgoals, if any.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the Contract has already been awarded, the award is voidable.

3. Information Provided to MBE firms

In the solicitation of subcontract quotations or offers, MBE firms were provided not less than the same information and amount of time to respond as were non-MBE firms.

4. MBE Participation Schedule

Set forth below are the (i) certified MBEs I intend to use, (ii) the percentage of the total Contract amount allocated to each MBE for this project and, (iii) the items of work each MBE will provide under the Contract. I have confirmed with the MDOT database that the MBE firms identified below (including any self-performing MBE prime firms) are performing work activities for which they are MDOT certified.

Prime Contractor	Project Description	Project/Contract Number

LIST INFORMATION FOR EACH CERTIFIED MBE FIRM YOU AGREE TO USE TO ACHIEVE THE MBE PARTICIPATION GOAL AND SUBGOALS, IF ANY. **MBE PRIMES:** PLEASE COMPLETE BOTH SECTIONS A AND B BELOW.

SECTION A: For MBE Prime Contractors ONLY (including MBE Primes in a Joint Venture)

MBE Prime Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of total Contract Value to be performed with own forces and counted towards the MBE overall participation goal (up to 50% of the overall goal): _____% Percentage of total Contract Value to be performed with own forces and counted towards the subgoal, if any, for my MBE classification (up to 100% of not more than one subgoal): _____% Description of the Work to be performed with MBE prime's own workforce: _____ _____
---	--

SECTION B: For all Contractors (including MBE Primes and MBE Primes in a Joint Venture)

MBE Firm Name: _____ MBE Certification Number: _____ (If dually certified, check only one box.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification	Percentage of Total Contract to be provided by this MBE: _____% Description of the Work to be Performed: _____ _____ _____
---	--

	<hr/> <hr/> <hr/>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>MBE Firm Name: _____</p> <p>MBE Certification Number: _____</p> <p>(If dually certified, check only one box.)</p> <p><input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American- Owned</p> <p><input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned</p> <p><input type="checkbox"/> Other MBE Classification</p>	<p>Percentage of Total Contract to be provided by this MBE: _____%</p> <p>Description of the Work to be Performed:</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

(Continue on separate page if needed)

I solemnly affirm under the penalties of perjury that: (i) I have reviewed the instructions for the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule, and (ii) the information contained in the MBE Utilization & Fair Solicitation Affidavit and MBE Schedule is true to the best of my knowledge, information and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Authorized Representative

Address

Printed Name and Title

City, State and Zip Code

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

MBE ATTACHMENT D-1B

WAIVER GUIDANCE

GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET MBE PARTICIPATION GOALS

In order to show that it has made good faith efforts to meet the Minority Business Enterprise (MBE) participation goal (including any MBE subgoals) on a contract, the Bidder/Offeror must either (1) meet the MBE Goal(s) and document its commitments for participation of MBE Firms, or (2) when it does not meet the MBE Goal(s), document its Good Faith Efforts to meet the goal(s).

I. Definitions

MBE Goal(s) – “MBE Goal(s)” refers to the MBE participation goal and MBE participation subgoal(s).

Good Faith Efforts – The “Good Faith Efforts” requirement means that when requesting a waiver, the Bidder/Offeror must demonstrate that it took all necessary and reasonable steps to achieve the MBE Goal(s), which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient MBE participation, even if those steps were not fully successful. Whether a Bidder/Offeror that requests a waiver made adequate good faith efforts will be determined by considering the quality, quantity, and intensity of the different kinds of efforts that the Bidder/Offeror has made. The efforts employed by the Bidder/Offeror should be those that one could reasonably expect a Bidder/Offeror to take if the Bidder/Offeror were actively and aggressively trying to obtain MBE participation sufficient to meet the MBE contract goal and subgoals. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements. The determination concerning the sufficiency of the Bidder's/Offeror's good faith efforts is a judgment call; meeting quantitative formulas is not required.

Identified Firms – “Identified Firms” means a list of the MBEs identified by the procuring agency during the goal setting process and listed in the procurement as available to perform the Identified Items of Work. It also may include additional MBEs identified by the Bidder/Offeror as available to perform the Identified Items of Work, such as MBEs certified or granted an expansion of services after the procurement was issued. If the procurement does not include a list of Identified Firms, this term refers to all of the MBE Firms (if State-funded) the Bidder/Offeror identified as available to perform the Identified Items of Work and should include all appropriately certified firms that are reasonably identifiable.

Identified Items of Work – “Identified Items of Work” means the Bid/Proposal items identified by the procuring agency during the goal setting process and listed in the procurement as possible items of work for performance by MBE Firms. It also may include additional portions of items of work the Bidder/Offeror identified for performance by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved. If the procurement does not include a list of Identified Items of Work, this term refers to all of the items of work the Bidder/Offeror identified as possible items of work for performance by MBE Firms and should include all reasonably identifiable work opportunities.

MBE Firms – “MBE Firms” refers to a firm certified by the Maryland Department of Transportation (“MDOT”) under COMAR 21.11.03. Only MDOT-certified MBE Firms can participate in the State's MBE Program.

II. Types of Actions Agency will Consider

The Bidder/Offeror is responsible for making relevant portions of the work available to MBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate MBE participation. The following is a list of types of actions the procuring agency will consider as part of the Bidder's/Offeror's Good Faith Efforts when the Bidder/Offeror fails to meet the MBE Goal(s). This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Bid/Proposal Items as Work for MBE Firms

1. Identified Items of Work in Procurements

(a) Certain procurements will include a list of Bid/Proposal items identified during the goal setting process as possible work for performance by MBE Firms. If the procurement provides a list of Identified Items of Work, the Bidder/Offeror shall make all reasonable efforts to solicit quotes from MBE Firms to perform that work.

(b) Bidders/Offerors may, and are encouraged to, select additional items of work to be performed by MBE Firms to increase the likelihood that the MBE Goal(s) will be achieved.

2. Identified Items of Work by Bidders/Offerors

(a) When the procurement does not include a list of Identified Items of Work or for additional Identified Items of Work, Bidders/Offerors should reasonably identify sufficient items of work to be performed by MBE Firms.

(b) Where appropriate, Bidders/Offerors should break out contract work items into economically feasible units to facilitate MBE participation, rather than perform these work items with their own forces. The ability or desire of a Prime contractor to perform the work of a contract with its own organization does not relieve the Bidder/Offeror of the responsibility to make Good Faith Efforts.

B. Identify MBE Firms to Solicit

1. MBE Firms Identified in Procurements

(a) Certain procurements will include a list of the MBE Firms identified during the goal setting process as available to perform the items of work. If the procurement provides a list of Identified MBE Firms, the Bidder/Offeror shall make all reasonable efforts to solicit those MBE firms.

(b) Bidders/offers may, and are encouraged to, search the MBE Directory to identify additional MBEs who may be available to perform the items of work, such as MBEs certified or granted an expansion of services after the solicitation was issued.

2. MBE Firms Identified by Bidders/Offerors

(a) When the procurement does not include a list of Identified MBE Firms, Bidders/Offerors should reasonably identify the MBE Firms that are available to perform the Identified Items of Work.

(b) Any MBE Firms identified as available by the Bidder/Offeror should be certified to perform the Identified Items of Work.

C. Solicit MBEs

1. Solicit all Identified Firms for all Identified Items of Work by providing written notice. The Bidder/Offeror should:

(a) provide the written solicitation at least 10 days prior to Bid/Proposal opening to allow sufficient time for the MBE Firms to respond;

(b) send the written solicitation by first-class mail, facsimile, or email using contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; and

(c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the MBE, and other requirements of the contract to assist MBE Firms in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

2. “All” Identified Firms includes the MBEs listed in the procurement and any MBE Firms you identify as potentially available to perform the Identified Items of Work, but it does not include MBE Firms who are no longer certified to perform the work as of the date the Bidder/Offeror provides written solicitations.

3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested MBE cannot access the information provided by electronic means, the Bidder/Offeror must make the information available in a manner that is accessible to the interested MBE.

4. Follow up on initial written solicitations by contacting MBEs to determine if they are interested. The follow up contact may be made:

(a) by telephone using the contact information in the MBE Directory, unless the Bidder/Offeror has a valid basis for using different contact information; or

(b) in writing *via* a method that differs from the method used for the initial written solicitation.

5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, use all other reasonable and available means to solicit the interest of MBE Firms certified to perform the work of the contract. Examples of other means include:

(a) attending any pre-bid meetings at which MBE Firms could be informed of contracting and subcontracting opportunities; and

(b) if recommended by the procurement, advertising with or effectively using the services of at least two minority focused entities or media, including trade associations, minority/women community organizations, minority/women contractors' groups, and local, state, and federal minority/women business assistance offices listed on the MDOT Office of Minority Business Enterprise website.

D. Negotiate With Interested MBE Firms

Bidders/Offerors must negotiate in good faith with interested MBE Firms.

1. Evidence of negotiation includes, without limitation, the following:

- (a) the names, addresses, and telephone numbers of MBE Firms that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and
 - (c) evidence as to why additional agreements could not be reached for MBE Firms to perform the work.
2. A Bidder/Offeror using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.
3. The fact that there may be some additional costs involved in finding and using MBE Firms is not in itself sufficient reason for a Bidder's/Offeror's failure to meet the contract MBE goal(s), as long as such costs are reasonable. Factors to take into consideration when determining whether an MBE Firm's quote is excessive or unreasonable include, without limitation, the following:
- (a) the dollar difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;
 - (b) the percentage difference between the MBE subcontractor's quote and the average of the other subcontractors' quotes received by the Bidder/Offeror;
 - (c) the percentage that the MBE subcontractor's quote represents of the overall contract amount;
 - (d) the number of MBE firms that the Bidder/Offeror solicited for that portion of the work;
 - (e) whether the work described in the MBE and Non-MBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (f) the number of quotes received by the Bidder/Offeror for that portion of the work.
4. The above factors are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
5. The Bidder/Offeror may not use its price for self-performing work as a basis for rejecting an MBE Firm's quote as excessive or unreasonable.
6. The "average of the other subcontractors' quotes received" by the Bidder/Offeror refers to the average of the quotes received from all subcontractors. Bidder/Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an MBE and one quote from a Non-MBE.
7. A Bidder/Offeror shall not reject an MBE Firm as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. For each certified MBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Bidder/Offeror concludes is not acceptable, the Bidder/Offeror must provide a written detailed statement listing the reasons for this conclusion. The Bidder/Offeror also must document the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.
- (a) The factors to take into consideration when assessing the capabilities of an MBE Firm, include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

(b) The MBE Firm's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the efforts to meet the project goal.

E. Assisting Interested MBE Firms

When appropriate under the circumstances, the decision-maker will consider whether the Bidder/Offeror:

1. made reasonable efforts to assist interested MBE Firms in obtaining the bonding, lines of credit, or insurance required by the procuring agency or the Bidder/Offeror; and
2. made reasonable efforts to assist interested MBE Firms in obtaining necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts the decision-maker may consider engineering estimates, catalogue prices, general market availability and availability of certified MBE Firms in the area in which the work is to be performed, other bids or offers and subcontract bids or offers substantiating significant variances between certified MBE and Non-MBE costs of participation, and their impact on the overall cost of the contract to the State and any other relevant factors.

The decision-maker may take into account whether a Bidder/Offeror decided to self-perform subcontract work with its own forces, especially where the self-performed work is Identified Items of Work in the procurement. The decision-maker also may take into account the performance of other Bidders/Offerors in meeting the contract. For example, when the apparent successful Bidder/Offeror fails to meet the contract goal, but others meet it, this reasonably raises the question of whether, with additional reasonable efforts, the apparent successful Bidder/Offeror could have met the goal. If the apparent successful Bidder/Offeror fails to meet the goal, but meets or exceeds the average MBE participation obtained by other Bidders/Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Bidder/Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, a Bidder/Offeror seeking a waiver of the MBE Goal(s) or a portion thereof must provide written documentation of its Good Faith Efforts, in accordance with COMAR 21.11.03.11, within 10 business days after receiving notice that it is the apparent awardee. The written documentation shall include the following:

A. Items of Work (Complete Good Faith Efforts Documentation Attachment D-1C, Part 1)

A detailed statement of the efforts made to select portions of the work proposed to be performed by certified MBE Firms in order to increase the likelihood of achieving the stated MBE Goal(s).

B. Outreach/Solicitation/Negotiation

1. The record of the Bidder's/Offeror's compliance with the outreach efforts prescribed by COMAR 21.11.03.09C(2)(a). **(Complete Outreach Efforts Compliance Statement – Attachment D-2).**

2. A detailed statement of the efforts made to contact and negotiate with MBE Firms including:

(a) the names, addresses, and telephone numbers of the MBE Firms who were contacted, with the dates and manner of contacts (letter, fax, email, telephone, etc.) **(Complete Good Faith Efforts Attachment D-1C- Part 2, and submit letters, fax cover sheets, emails, etc. documenting solicitations);** and

(b) a description of the information provided to MBE Firms regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed and the means used to provide that information.

C. Rejected MBE Firms (Complete Good Faith Efforts Attachment D-1C, Part 3)

1. For each MBE Firm that the Bidder/Offeror concludes is not acceptable or qualified, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the steps taken to verify the capabilities of the MBE and Non-MBE Firms quoting similar work.

2. For each certified MBE Firm that the Bidder/Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Bidder's/Offeror's conclusion, including the quotes received from all MBE and Non-MBE firms bidding on the same or comparable work. **(Include copies of all quotes received.)**

3. A list of MBE Firms contacted but found to be unavailable. This list should be accompanied by an MBE Unavailability Certificate (see **D-1B - Exhibit A** to this Part 1) signed by the MBE contractor or a statement from the bidder/offeror that the MBE contractor refused to sign the MBE Unavailability Certificate.

D. Other Documentation

1. Submit any other documentation requested by the Procurement Officer to ascertain the Bidder's/Offeror's Good Faith Efforts.

2. Submit any other documentation the Bidder/Offeror believes will help the Procurement Officer ascertain its Good Faith Efforts.

MBE ATTACHMENT D-1B - Exhibit A
MBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of Minority firm)
located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____
in _____ County by _____
(Name of Prime Contractor's Firm)

2. _____ (Minority Firm), is either unavailable for the
work/service or unable to prepare a bid for this project for the following reason(s):

Signature of Minority Firm's MBE Representative

Title

Date

MDOT Certification #

Telephone #

.....

3. To be completed by the prime contractor if Section 2 of this form is not completed by the minority firm.

To the best of my knowledge and belief, said Certified Minority Business Enterprise is either unavailable for the work/service for this project, is unable to prepare a bid, or did not respond to a request for a price proposal and has not completed the above portion of this submittal.

Signature of Prime Contractor

Title

Date

MBE ATTACHMENT D-1C
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

PARTS 1, 2, AND 3 MUST BE INCLUDED WITH THIS CERTIFICATE ALONG WITH ALL DOCUMENTS SUPPORTING YOUR WAIVER REQUEST.

I affirm that I have reviewed **Attachment D-1B**, Waiver Guidance. I further affirm under penalties of perjury that the contents of Parts 1, 2, and 3 of this **Attachment D-1C** Good Faith Efforts Documentation Form are true to the best of my knowledge, information, and belief.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 1 – IDENTIFIED ITEMS OF WORK BIDDER/OFFEROR MADE AVAILABLE TO MBE FIRMS

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

Identify those items of work that the Bidder/Offeror made available to MBE Firms. This includes, where appropriate, those items the Bidder/Offeror identified and determined to subdivide into economically feasible units to facilitate the MBE participation. For each item listed, show the anticipated percentage of the total contract amount. It is the Bidder's/Offeror's responsibility to demonstrate that sufficient work to meet the goal was made available to MBE Firms, and the total percentage of the items of work identified for MBE participation equals or exceeds the percentage MBE goal set for the procurement. Note: If the procurement includes a list of Bid/Proposal items identified during the goal setting process as possible items of work for performance by MBE Firms, the Bidder/Offeror should make all of those items of work available to MBE Firms or explain why that item was not made available. If the Bidder/Offeror selects additional items of work to make available to MBE Firms, those additional items should also be included below.

Identified Items of Work	Was this work listed in the procurement?	Does Bidder/Offeror normally self-perform this work?	Was this work made available to MBE Firms? If no, explain why?
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

☐ Please check if Additional Sheets are attached.

**GOOD FAITH EFFORTS DOCUMENTATION
TO SUPPORT WAIVER REQUEST**

PART 2 – IDENTIFIED MBE FIRMS AND RECORD OF SOLICITATIONS

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

Identify the MBE Firms solicited to provide quotes for the Identified Items of Work made available for MBE participation. Include the name of the MBE Firm solicited, items of work for which bids/quotes were solicited, date and manner of initial and follow-up solicitations, whether the MBE provided a quote, and whether the MBE is being used to meet the MBE participation goal. MBE Firms used to meet the participation goal must be included on the MBE Participation Schedule. Note: If the procurement includes a list of the MBE Firms identified during the goal setting process as potentially available to perform the items of work, the Bidder/Offeror should solicit all of those MBE Firms or explain why a specific MBE was not solicited. If the Bidder/Offeror identifies additional MBE Firms who may be available to perform Identified Items of Work, those additional MBE Firms should also be included below. Copies of all written solicitations and documentation of follow-up calls to MBE Firms must be attached to this form. This list should be accompanied by a Minority Contractor Unavailability Certificate signed by the MBE contractor or a statement from the Bidder/Offeror that the MBE contractor refused to sign the Minority Contractor Unavailability Certificate (see **Attachment D-1B – Exhibit A**). If the Bidder/Offeror used a Non-MBE or is self-performing the identified items of work, Part 3 must be completed.

Name of Identified MBE Firm & MBE Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Rec'd	Quote Used	Reason Quote Rejected
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing
Firm Name: <hr/> MBE Classification (Check only if requesting waiver of MBE subgoal.) <input type="checkbox"/> African American-Owned <input type="checkbox"/> Hispanic American-Owned <input type="checkbox"/> Asian American-Owned <input type="checkbox"/> Women-Owned <input type="checkbox"/> Other MBE Classification		Date: <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Date: <input type="checkbox"/> Phone <input type="checkbox"/> Mail <input type="checkbox"/> Facsimile <input type="checkbox"/> Email	Time of Call: Spoke With: <input type="checkbox"/> Left Message	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Used Other MBE <input type="checkbox"/> Used Non-MBE <input type="checkbox"/> Self-performing

☐ Please check if Additional Sheets are attached.

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST

PART 3 – ADDITIONAL INFORMATION REGARDING REJECTED MBE QUOTES

PAGE __ OF __

Prime Contractor	Project Description	Solicitation Number

This form must be completed if Part 2 indicates that an MBE quote was rejected because the Bidder/Offeror is using a Non-MBE or is self-performing the Identified Items of Work. Provide the Identified Items Work, indicate whether the work will be self-performed or performed by a Non-MBE, and if applicable, state the name of the Non-MBE. Also include the names of all MBE and Non-MBE Firms that provided a quote and the amount of each quote.

Describe Identified Items of Work Not Being Performed by MBE (Include spec/section number from Bid/Proposal)	Self-performing or Using Non-MBE (Provide name)	Amount of Non-MBE Quote	Name of Other Firms who Provided Quotes & Whether MBE or Non-MBE	Amount Quoted	Indicate Reason Why MBE Quote Rejected & Briefly Explain
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non-MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non-MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other
	<input type="checkbox"/> Self-performing <input type="checkbox"/> Using Non- MBE _____	\$ _____ –	_____ <input type="checkbox"/> MBE <input type="checkbox"/> Non- MBE	\$ _____ –	<input type="checkbox"/> Price <input type="checkbox"/> Capabilities <input type="checkbox"/> Other

☐ Please check if Additional Sheets are attached.

MBE ATTACHMENT D-2
OUTREACH EFFORTS COMPLIANCE STATEMENT

Complete and submit this form within 10 Business Days of notification of apparent award or actual award, whichever is earlier.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, I state the following:

1. Bidder/Offeror identified subcontracting opportunities in these specific work categories:

2. Attached to this form are copies of written solicitations (with bidding/proposal instructions) used to solicit certified MBE firms for these subcontract opportunities.

3. Bidder/Offeror made the following attempts to personally contact the solicited MDOT-certified MBE firms:

4. **Please Check One:**

- ☐ This project does not involve bonding requirements.
☐ Bidder/Offeror assisted MDOT-certified MBE firms to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS): _____

5. **Please Check One:**

- ☐ Bidder/Offeror did attend the pre-bid/pre-proposal conference.
☐ No pre-Bid/pre-Proposal meeting/conference was held.
☐ Bidder/Offeror did not attend the pre-Bid/pre-Proposal conference.

Company Name

Signature of Representative

Address

Printed Name and Title

City, State and Zip Code

Date

MBE ATTACHMENT D-3A

MBE SUBCONTRACTOR PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT ONE FORM FOR EACH CERTIFIED MBE FIRM LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) WITHIN 10 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) is awarded the State Contract in conjunction with Solicitation No. _____, such Prime Contractor intends to enter into a subcontract with _____ (Subcontractor's Name) committing to participation by the MBE firm _____ (MBE Name) with MDOT Certification Number _____ which will receive at least \$_____ which equals to ___% of the Total Contract Amount for performing the following products/services for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE)	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES

Each of the Contractor and Subcontractor acknowledges that, for purposes of determining the accuracy of the information provided herein, the Procurement Officer may request additional information, including, without limitation, copies of the subcontract agreements and quotes. Each of the Contractor and Subcontractor solemnly affirms under the penalties of perjury that: (i) the information provided in this MBE Subcontractor Project Participation Affidavit is true to the best of its knowledge, information and belief, and (ii) has fully complied with the State Minority Business Enterprise law, State Finance and Procurement Article §14-308(a)(2), Annotated Code of Maryland which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/Proposal and:

- (1) fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified Minority Business Enterprise in its Bid/Proposal;
- (2) fail to notify the certified Minority Business Enterprise before execution of the Contract of its inclusion of the Bid/Proposal;
- (3) fail to use the certified Minority Business Enterprise in the performance of the Contract; or
- (4) pay the certified Minority Business Enterprise solely for the use of its name in the Bid/Proposal.

PRIME CONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____	SUBCONTRACTOR Signature of Representative: _____ Printed Name and Title: _____ Firm's Name: _____ Federal Identification Number: _____ Address: _____ Telephone: _____ Date: _____
---	--

MBE ATTACHMENT D-3B
MBE PRIME - PROJECT PARTICIPATION CERTIFICATION

PLEASE COMPLETE AND SUBMIT THIS FORM TO ATTEST EACH SPECIFIC ITEM OF WORK THAT YOUR MBE FIRM HAS LISTED ON THE MBE PARTICIPATION SCHEDULE (ATTACHMENT D-1A) FOR PURPOSES OF MEETING THE MBE PARTICIPATION GOALS. THIS FORM MUST BE SUBMITTED WITHIN 10 BUSINESS DAYS OF NOTIFICATION OF APPARENT AWARD. IF THE BIDDER/OFFEROR FAILS TO RETURN THIS AFFIDAVIT WITHIN THE REQUIRED TIME, THE PROCUREMENT OFFICER MAY DETERMINE THAT THE BIDDER/OFFEROR IS NOT RESPONSIBLE AND THEREFORE NOT ELIGIBLE FOR CONTRACT AWARD.

Provided that _____ (Prime Contractor's Name) with
Certification Number _____ is awarded the State contract in conjunction with Solicitation No. _____,
such MBE Prime Contractor intends to perform with its own forces at least
\$_____ which equals to ____% of the Total Contract Amount for performing the following products/services
for the Contract:

NAICS CODE	WORK ITEM, SPECIFICATION NUMBER, LINE ITEMS OR WORK CATEGORIES (IF APPLICABLE). FOR CONSTRUCTION PROJECTS, GENERAL CONDITIONS MUST BE LISTED SEPARATELY.	DESCRIPTION OF SPECIFIC PRODUCTS AND/OR SERVICES	VALUE OF THE WORK

MBE PRIME CONTRACTOR

Signature of Representative: _____

Printed Name and Title: _____

Firm's Name: _____

Federal Identification Number: _____

Address: _____

Telephone: _____

Date: _____

MBE ATTACHMENT D-4A
Minority Business Enterprise Participation
Prime Contractor Paid/Unpaid MBE Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Prime Contractor: Report is due to the MBE Liaison by the 10th of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ MBE Subcontract Amt: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	--

Prime Contractor:		Contact Person:																																					
Address:																																							
City:		State:	ZIP:																																				
Phone:	Fax:		E-mail:																																				
MBE Subcontractor Name:		Contact Person:																																					
Phone:	Fax:																																						
Subcontractor Services Provided:																																							
List all payments made to MBE subcontractor named above during this reporting period: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice#</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice#</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Paid: \$		_____	List dates and amounts of any outstanding invoices: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice #</u></th> <th style="width: 50%; text-align: center;"><u>Amount</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$</td> <td>_____</td> </tr> </tbody> </table>			<u>Invoice #</u>	<u>Amount</u>	1.			2.			3.			4.			Total Dollars Unpaid: \$		_____
	<u>Invoice#</u>	<u>Amount</u>																																					
1.																																							
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Total Dollars Paid: \$		_____																																					
	<u>Invoice #</u>	<u>Amount</u>																																					
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2.																																							
3.																																							
4.																																							
Total Dollars Unpaid: \$		_____																																					

- If more than one MBE subcontractor is used for this contract, you must use separate D-4A forms for each subcontractor.
- Information regarding payments that the MBE prime will use for purposes of meeting the MBE participation goals must be reported separately in Attachment D-4B
- **Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor: _____
Contracting Unit and Address: _____

Signature: _____ **Date:** _____
 (Required)

MBE ATTACHMENT D-4B
Minority Business Enterprise Participation
MBE Prime Contractor Report

MBE Prime Contractor: Certification Number: Report #: _____ Reporting Period (Month/Year): _____ MBE Prime Contractor: Report is due to the MBE Liaison by the ____ of the month following the month the services were provided. Note: Please number reports in sequence	Contract #: _____ Contracting Unit: _____ Contract Amount: _____ Total Value of the Work to the Self-Performed for purposes of Meeting the MBE participation goal/subgoals: _____ Project Begin Date: _____ Project End Date: _____
---	--

Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	Fax: _____ E-mail: _____	

Invoice Number	Value of the Work	NAICS Code	Description of the Work

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor: _____
Contracting Unit and Address: _____

Signature: _____ **Date:** _____
 (Required)

MBE ATTACHMENT D-5
Minority Business Enterprise Participation
Subcontractor Paid/Unpaid MBE Invoice Report

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the ____ of the month following the month the services were performed.	Contract #: _____ Contracting Unit: _____ MBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
--	---

MBE Subcontractor Name: _____																						
MDOT Certification #: _____																						
Contact Person: _____		E-mail: _____																				
Address: _____																						
City: _____	State: _____	ZIP: _____																				
Phone: _____	Fax: _____																					
Subcontractor Services Provided:																						
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%;"> <thead> <tr> <th style="text-align: center;"><u>Invoice Amt</u></th> <th style="text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1. _____	_____	2. _____	_____	3. _____	_____	Total Dollars Paid: \$ _____		List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%;"> <thead> <tr> <th style="text-align: center;"><u>Invoice Amt</u></th> <th style="text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1. _____</td><td>_____</td></tr> <tr><td>2. _____</td><td>_____</td></tr> <tr><td>3. _____</td><td>_____</td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> </tr> </tbody> </table>	<u>Invoice Amt</u>	<u>Date</u>	1. _____	_____	2. _____	_____	3. _____	_____	Total Dollars Unpaid: \$ _____	
<u>Invoice Amt</u>	<u>Date</u>																					
1. _____	_____																					
2. _____	_____																					
3. _____	_____																					
Total Dollars Paid: \$ _____																						
<u>Invoice Amt</u>	<u>Date</u>																					
1. _____	_____																					
2. _____	_____																					
3. _____	_____																					
Total Dollars Unpaid: \$ _____																						
Prime Contractor: _____		Contact Person: _____																				

Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):

Contract Monitor: _____
Contracting Unit and Address: _____

Signature: _____ **Date:** _____
 (Required)

ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM

Solicitation Number DHMH/OPASS 16-14617

**UTILIZATION CONTROL OF SELECTED HOSPITAL, NURSING FACILITY, AND HOME AND
COMMUNITY BASED SERVICES REIMBURSED BY THE MARYLAND MEDICAID
PROGRAM**

A Pre-Proposal Conference will be held at 9:00 a.m Local Time, on Tuesday, July 28, 2015 at 201 W. Preston Street, Conference Room L-3, Baltimore, MD 21201. Please return this form by 4:00 p.m. Local Time on Friday, July 24, 2015, advising whether or not you plan to attend.

Return via e-mail or fax this form to the Procurement Officer:

Sabrina Lewis
Procurement Coordinator
Office of Finance
Department of Health and Mental Hygiene
201 West Preston Street, Room 221
Baltimore, MD 21201
Phone Number: 410-767-1695 Fax Number: 410-333-7897

Please indicate:

_____ Yes, the following representatives will be in attendance:

- 1.
- 2.
- 3.

_____ No, we will not be in attendance.

Please specify whether any reasonable accommodations are requested (see RFP § 1.7 “Pre-Proposal Conference”):

Signature

Title

Name of Firm (please print)

ATTACHMENT F – FINANCIAL PROPOSAL INSTRUCTIONS

In order to assist Offerors in the preparation of their Financial Proposal and to comply with the requirements of this solicitation, Financial Proposal Instructions and a Financial Proposal Form have been prepared. Offerors shall submit their Financial Proposal on the Financial Proposal Form in accordance with the instructions on the Financial Proposal Form and as specified herein. Do not alter the Financial Proposal Form or the Proposal may be determined to be not reasonably susceptible of being selected for award. The Financial Proposal Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to the prices entered on the Financial Proposal Form.

The Financial Proposal Form is used to calculate the Offeror's TOTAL PROPOSAL PRICE. Follow these instructions carefully when completing your Financial Proposal Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this RFP and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this RFP and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Financial Proposal Form shall be filled in. Any changes or corrections made to the Financial Proposal Form by the Offeror prior to submission shall be initialed and dated.
- F) Except as instructed on the Financial Proposal Form, nothing shall be entered on or attached to the Financial Proposal Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions may render the Proposal not reasonably susceptible of being selected for award.
- G) It is imperative that the prices included on the Financial Proposal Form have been entered correctly and calculated accurately by the Offeror and that the respective total prices agree with the entries on the Financial Proposal Form. Any incorrect entries or inaccurate calculations by the Offeror will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12, and may cause the Proposal to be rejected.
- H) If option years are included, Offerors must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the RFP at the prices entered in the Financial Proposal Form.
- I) All Financial Proposal prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the RFP. The Financial Proposal price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the RFP, sample amounts used for calculations on the Financial Proposal Form are typically estimates for evaluation purposes only. Unless stated otherwise in the RFP, the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.
- L) The Excel spreadsheet (Excel Financial Attachment F-1) is configured to automatically calculate the total review price by Contract Year for all billable services under this Contract. The Total Proposal Price will appear in combined cell B30/31.

FINANCIAL PROPOSAL FORM

See the accompanying Excel spreadsheet, with the following comments and notes.

Complete the Financial Proposal Form only as provided in the Financial Proposal Instructions. Do not amend, alter or leave blank any items on the Financial Proposal Form. If option years are included, Offerors must submit pricing for each option year. Failure to adhere to any of these instructions may result in the Proposal being determined not reasonably susceptible of being selected for award.

Offerors are to enter their Financial Proposals in the Excel Financial Attachment F-1 accompanying this document.

The Offeror agrees to provide the services for the RFP # _____ “Utilization Control of Selected Hospital, Nursing Facility, and Home and Community Services Reimbursed by the Maryland Medicaid Program” for the period beginning on or about February 1, 2016, through January 31, 2019, with two one-year **options for renewal**. In the event the Contract does not commence on February 1, 2016, it shall be effective for three years from the actual Contract Commencement date. Contract Year 1 begins on the Contract Commencement date, and subsequent Contract years begin on the anniversary of the Contract Commencement date.

Note #1: The estimates in the financial attachment are for financial evaluation purposes only and not a guarantee of the number of reviews to be performed. The Contractor shall be paid the firm-fixed unit price per review as proposed.

Note #2: The proposed prices entered on the accompanying Excel Spreadsheet are fully-loaded prices that includes all costs/expenses associated with the provision of services as required by this RFP. The proposed prices shall include, but are not limited to: the costs associated with the specific review/service, transitioning into the contract, labor, profit/overhead, general operating and all other expenses except as expressly excluded in the RFP specifications. Offerors shall take account in their pricing of the requirements for payment of an eMaryland Marketplace fee, which may not be separately priced (See Key Information Summary). **No other amounts will be paid to the Contractor.**

ATTACHMENT G – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Md. Code Ann., State Finance and Procurement Article, Title 18, and the regulations proposed by the Commissioner of Labor and Industry (Commissioner). The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (a) Has a State contract for services valued at less than \$100,000, or
 - (b) Employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (a) Performs work on a State contract for services valued at less than \$100,000,
 - (b) Employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (c) Performs work for a Contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
 - (3) Service contracts for the following:
 - (a) Services with a Public Service Company;
 - (b) Services with a nonprofit organization;
 - (c) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
 - (d) Services between a Unit and a County or Baltimore City.
- C. If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.

- D. A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent Contractor or assign work to employees to avoid the imposition of any of the requirements of Md. Code Ann., State Finance and Procurement Article, Title 18.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in Md. Code Ann., State Finance and Procurement Article, §18-103(c), shall not lower an employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner.
- H. A Contractor/Subcontractor may reduce the wage rates paid under Md. Code Ann., State Finance and Procurement Article, §18-103(a), by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in Md. Code Ann., Labor and Employment Article, §3-413.
- I. Under Md. Code Ann., State Finance and Procurement Article, Title 18, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J. Information pertaining to reporting obligations may be found by going to the Division of Labor and Industry website <http://www.dllr.state.md.us/labor/> and clicking on Living Wage for State Service Contracts.

Maryland Living Wage Requirements Affidavit of Agreement

(submit with Bid/Proposal)

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidder/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract

- ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT H - FEDERAL FUNDS ATTACHMENT

A Summary of Certain Federal Fund Requirements and Restrictions

1. Form and rule enclosed: 18 U.S.C. 1913 and Section 1352 of P.L. 101-121 require that all *prospective* and present sub-grantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form "Certification Against Lobbying." It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: "Form LLL, Disclosure of Lobbying Activities" must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with nonfederal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a "Certification Regarding Environmental Tobacco Smoke," required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, education, or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - A) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations requires that grantees (both recipients and sub-recipients) which expend a total of \$300,000 or more (*\$500,000 for fiscal years ending after December 31, 2003*) in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156 and the Office of Management and Budget (OBM) Circular A-133. All sub-grantee audit reports, performed in compliance with the aforementioned Circular shall be forwarded within 30 days of report issuance to the Department Contract Monitor.
 - B) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - C) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based

upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b) The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation-programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health ... services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

- D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.
- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration) or NIH (National Institute of Health) are prohibited from paying any direct salary at a rate more than Executive Level 1 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/ Certification/ Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official Signing for Organizational Entry	Telephone No. Of Signing Official
Signature of Above Official	Date Signed

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. Contract <input type="checkbox"/> b. Grant <input type="checkbox"/> c. Cooperative Agreement <input type="checkbox"/> d. Loan <input type="checkbox"/> e. Loan guarantee <input type="checkbox"/> f. Loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. Post-award		3. Report Type: <input type="checkbox"/> a. Initial filing <input type="checkbox"/> b. Material change For Material Change Only: Year _____ quarter _____ Date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Amount of Payment (check all that apply) \$_____ <input type="checkbox"/> actual <input type="checkbox"/> planned			13. Type of Payment (check all that apply) <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLLA, if necessary)					
15. Continuation Sheet(s) SF-LLLA attached:			<input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
10. (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form and print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro Children Act of 1994, Part C Environmental Tobacco Smoke, requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such Federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

Signature of Authorized Certifying Individual

ATTACHMENT I – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

Reference COMAR 21.05.08.08

A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a Bidder/Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Bid/Proposal is made.

C. The Bidder/Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):

E. The Bidder/Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Bidder/Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Bidder/Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:_____ By:_____
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT J – NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made by and between the State of Maryland (the “State”), acting by and through the Maryland Department of Health and Mental Hygiene (the “Department”), and _____ (the “Contractor”).

RECITALS

WHEREAS, the Contractor has been awarded a contract (the “Contract”) following the solicitation for Utilization Control of Selected Hospital, Nursing Facility, and Home and Community Based Services Reimbursed by the Maryland Medicaid Program, Solicitation # **DHMH/OPASS 16-14617**; and

WHEREAS, in order for the Contractor to perform the work required under the Contract, it will be necessary for the State at times to provide the Contractor and the Contractor’s employees, agents, and subcontractors (collectively the “Contractor’s Personnel”) with access to certain information the State deems confidential information (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the solicitation and the Contract, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such, Confidential Information means (1) any and all information provided by or made available by the State to the Contractor in connection with the Contract and (2) any and all Personally Identifiable Information (PII) (including but not limited to personal information as defined in Md. Ann. Code, State Govt. §10-1301) and Protected Health Information (PHI) that is provided by a person or entity to the Contractor in connection with this Contract. Confidential Information includes, by way of example only, information that the Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the Contract.
2. Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information except for the sole and exclusive purpose of performing under the Contract. Contractor shall limit access to the Confidential Information to the Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the Contract and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the Contractor’s Personnel are attached hereto and made a part hereof as ATTACHMENT J-1. Contractor shall update ATTACHMENT J-1 by adding additional names (whether Contractor’s personnel or a subcontractor’s personnel) as needed, from time to time.
3. If the Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the Contractor’s performance of the Contract or who will otherwise have a role in performing any aspect of the Contract, the Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.

5. Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the Contractor's Personnel or the Contractor's former Personnel. Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).
6. Contractor shall, at its own expense, return to the Department all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the Contract. Contractor shall complete and submit ATTACHMENT J-2 when returning the Confidential Information to the Department. At such time, Contractor shall also permanently delete any Confidential Information stored electronically by the Contractor.
7. A breach of this Agreement by the Contractor or by the Contractor's Personnel shall constitute a breach of the Contract between the Contractor and the State.
8. Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the Contractor or any of the Contractor's Personnel to comply with the requirements of this Agreement, the Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and costs.
9. Contractor and each of the Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement, in no event less restrictive than as set forth in this Agreement, and the Contractor shall provide originals of such executed Agreements to the State.
10. The parties further agree that:
 - a. This Agreement shall be governed by the laws of the State of Maryland;
 - b. The rights and obligations of the Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
 - c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
 - d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
 - e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures;
 - f. The Recitals are not merely prefatory but are an integral part hereof; and
 - g. The effective date of this Agreement shall be the same as the effective date of the Contract entered into by the parties.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

Contractor:_____

Maryland Department of Health and Mental
Hygiene

By: _____(SEAL)

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

NON-DISCLOSURE AGREEMENT - ATTACHMENT J-1

**LIST OF CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS TO
THE CONFIDENTIAL INFORMATION**

Printed Name and Address of Individual/Agent	Employee (E) or Agent (A)	Signature	Date

NON-DISCLOSURE AGREEMENT – ATTACHMENT J-2

**CERTIFICATION TO ACCOMPANY RETURN OR DELETION OF CONFIDENTIAL
INFORMATION**

I AFFIRM THAT:

To the best of my knowledge, information, and belief, and upon due inquiry, I hereby certify that: (i) all Confidential Information which is the subject matter of that certain Non-Disclosure Agreement by and between the State of Maryland and

_____, (“Contractor”) dated _____, 20____ (“Agreement”) is attached hereto and is hereby returned to the State in accordance with the terms and conditions of the Agreement; and (ii) I am legally authorized to bind the Contractor to this affirmation. Any and all Confidential Information that was stored electronically by me has been permanently deleted from all of my systems or electronic storage devices where such Confidential Information may have been stored.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, HAVING MADE DUE INQUIRY.

DATE: _____

NAME OF CONTRACTOR: _____

BY: _____
(Signature)

TITLE: _____
(Authorized Representative and Affiant)

ATTACHMENT K – HIPAA BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Office of Health Services, Department of Health and Mental Hygiene and

_____ (Insert Name of Contractor) (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§ 4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS.

- A. Catch-all definition. The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific definitions:

1. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this agreement, shall mean (Insert Name of Contractor).
2. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. § 160.103, and in reference to the party to this agreement, shall mean Office of Health Services, Department of Health and Mental Hygiene.
3. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. Protected Health Information (“PHI”). Protected Health Information or “PHI” shall generally have the same meaning as the term “protected health information” at 45 C.F.R. § 160.103.

II. PERMITTED USES AND DISCLOSURES OF PHI BY BUSINESS ASSOCIATE.

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity’s policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set, as defined at 45 CFR 164.514(e)(2) , for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 CFR § 164.514(e)(2). Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement, as described in 45 CFR § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- E. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration, or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- F. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual pursuant to §§13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State’s payment of Business Associate for its performance pursuant to the Underlying Agreement.

- G. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in §13406 of the HITECH Act in connection with any PHI of Individuals.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI.

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement or as Required by Law;
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D. 1. Business Associate agrees to Report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without reasonable delay, and in no case later than fifteen calendar days after the use or disclosure;
2. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
- A. Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
- B. Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
- C. Is in substantially the same form as **ATTACHMENT K-1** attached hereto; and
- D. Includes a draft letter for the Covered Entity to utilize to notify the affected Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
- i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

- ii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 - iii) Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 - iv) A brief description of what the Covered Entity and the Business Associate are doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 - v) Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- E. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
- F. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
- G. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- H. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- I. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
- J. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary for purposes of determining compliance with the HIPAA Rules.
- K. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term. The Term of this Agreement shall be effective as of the effective date of the Contract entered into following the solicitation for Utilization Control of Selected Hospital, Nursing Facility, and Home and Community Based Services Reimbursed by the Maryland Medicaid Program, Solicitation # **DHMH/OPASS 16-14617**, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.
1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival. The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.

- B. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Notice to Covered Entity. Any notice required under this Agreement to be given Covered Entity shall be made in writing to:

Name: Ramiek James, Esq.
Privacy Officer and Compliance Analyst
DHMH Office of the Inspector General

Address: 201 West Preston Street, 5th Floor
Baltimore, Maryland 21201

Email: Ramiek.James@maryland.gov

Phone: (410) 767-5411

- D. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: _____

Attention: _____

Phone: _____

- E. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.
- F. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- G. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.
- H. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

By: _____

Name: _____

Title: _____

Date: _____

BUSINESS ASSOCIATE:

By: _____

Name: _____

Title: _____

Date: _____

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between the Department of Health and Mental Hygiene and _____
(Business Associate).

Business Associate hereby notifies the Department of Health and Mental Hygiene that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach: (attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____

ATTACHMENT L – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

ATTACHMENT M-1
VSBE Utilization Affidavit and Prime/Subcontractor Participation Schedule

(submit with Bid/Proposal)

This document **MUST BE** included with the Bid/Proposal. If the Bidder/Offeror fails to complete and submit this form with the Bid/Proposal, the procurement officer may determine that the Bid is non-responsive or that the Proposal is not reasonably susceptible of being selected for award.

In conjunction with the Bid/Proposal submitted in response to Solicitation No. **DHMH/OPASS 16-14617**, I affirm the following:

1. ☐ I acknowledge and intend to meet the overall verified VSBE participation goal of 1%. Therefore, I will not be seeking a waiver.

OR

- ☐ I conclude that I am unable to achieve the VSBE participation goal. I hereby request a waiver, in whole or in part, of the overall goal. Within 10 business days of receiving notice that our firm is the apparent awardee, I will submit all required waiver documentation in accordance with COMAR 21.11.13.07. If this request is for a partial waiver, I have identified the portion of the VSBE goal that I intend to meet.
2. I understand that if I am notified that I am the apparent awardee, I must submit the following additional documentation within 10 days of receiving notice of the apparent award or from the date of conditional award (per COMAR 21.11.13.06), whichever is earlier.
 - (a) Subcontractor Project Participation Statement (**Attachment M-2**); and
 - (b) Any other documentation, including waiver documentation, if applicable, required by the Procurement Officer to ascertain Bidder/Offeror responsibility in connection with the VSBE participation goal.

I understand that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

3. In the solicitation of subcontract quotations or offers, VSBE subcontractors were provided not less than the same information and amount of time to respond as were non-VSBE subcontractors.
4. Set forth below are the (i) verified VSBEs I intend to use and (ii) the percentage of the total contract amount allocated to each VSBE for this project. I hereby affirm that the VSBE firms are only providing those products and services for which they are verified.

ATTACHMENT M-1
VSBE Prime/Subcontractor Participation Schedule

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: - _____	

List Information For Each Verified VSBE Prime Contractor or Subcontractor On This Project

Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:
Name of Veteran-Owned Firm:	DUNS Number:
Percentage of Total Contract:	Description of work to be performed:

Continue on a separate page, if needed.

SUMMARY

TOTAL VSBE Participation: _____ %

I solemnly affirm under the penalties of perjury that the contents of this Affidavit are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name
(PLEASE PRINT OR TYPE)

Signature of Affiant

Name: _____
Title: _____
Date: _____

ATTACHMENT M-2
VSBE Subcontractor Participation Statement

*Please complete and submit one form for each verified VSBE listed on Attachment M-1
within 10 Business days of notification of apparent award*

_____ (prime contractor) has entered into a contract with
_____ (subcontractor) to provide services in connection with the Solicitation described
below.

Prime Contractor (Firm Name, Address, Phone):	Project Description:
Project Number: _____	Total Contract Amount: \$
Name of Veteran-Owned Firm:	DUNS Number:
Address:	FEIN:
Work to Be Performed:	
Percentage of Total Contract:	Total Subcontract Amount: \$

The undersigned Prime Contractor and Subcontractor hereby certify and agree that they have fully complied with the State Veteran-Owned Small Business Enterprise law, State Finance and Procurement Article, Title 14, Subtitle 6, Annotated Code of Maryland.

PRIME CONTRACTOR SIGNATURE

By: _____
Name, Title

Date _____

SUBCONTRACTOR SIGNATURE

By: _____
Name, Title

Date _____

This form is to be completed
monthly by the prime contractor.

ATTACHMENT M-3 **Veterans Small Business Enterprise (VSBE) Participation** **Prime Contractor Paid/Unpaid VSBE Invoice Report**

Report #: _____	Contract #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
Report is due to the Contract Monitor by the 10th of the month following the month the services were provided.	Contract Amount: _____
	VSBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
Note: Please number reports in sequence	Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	Fax:	E-mail:	
VSBE Prime Contractor Services Provided (if applicable):			
Subcontractor Name:		Contact Person:	
Phone:	Fax:		
VSBE Subcontractor Services Provided (if applicable):			
List all payments made to VSBE subcontractor named above during this reporting period:		List dates and amounts of any outstanding invoices:	
<u>Invoice#</u>	<u>Amount</u>	<u>Invoice #</u>	<u>Amount</u>
1.		1.	
2.		2.	
3.		3.	
4.		4.	
Total Dollars Paid: \$ _____		Total Dollars Unpaid: \$ _____	

****If more than one VSBE subcontractor is used for this contract, you must use separate M-3 forms for each subcontractor.**
****Return one copy (hard or electronic) of this form to the following addresses (electronic copy with signature and date is preferred):**

Contract Monitor: _____
Contracting Unit and Address: _____

Signature: _____ **Date:** _____
 (Required)

This form must be completed monthly
by all VSBE subcontractors.

ATTACHMENT M-4

Veterans Small Business Enterprise Participation **Subcontractor Paid/Unpaid VSBE Invoice Report**

Report#: _____ Reporting Period (Month/Year): _____ Report is due by the 10th of the month following the month the services were performed.	Contract # _____ Contracting Unit: _____ VSBE Subcontract Amount: _____ Project Begin Date: _____ Project End Date: _____ Services Provided: _____
---	---

VSBE Subcontractor Name: _____																																
Department of Veterans Affairs Certification #: _____																																
Contact Person: _____		E-mail: _____																														
Address: _____																																
City: _____	State: _____	ZIP: _____																														
Phone: _____	Fax: _____																															
VSBE Subcontractor Services Provided:																																
List all payments received from Prime Contractor during reporting period indicated above. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 50%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Paid: \$ _____</td> <td></td> </tr> </tbody> </table>			<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Paid: \$ _____			List dates and amounts of any unpaid invoices over 30 days old. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 40%; text-align: center;"><u>Invoice Amt</u></th> <th style="width: 50%; text-align: center;"><u>Date</u></th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr> <td colspan="2">Total Dollars Unpaid: \$ _____</td> <td></td> </tr> </tbody> </table>		<u>Invoice Amt</u>	<u>Date</u>	1.			2.			3.			Total Dollars Unpaid: \$ _____		
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
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Total Dollars Paid: \$ _____																																
	<u>Invoice Amt</u>	<u>Date</u>																														
1.																																
2.																																
3.																																
Total Dollars Unpaid: \$ _____																																
Prime Contractor: _____		Contact Person: _____																														

****Return one copy of this form to the following address (electronic copy with signature & date is preferred):**

Contract Monitor: _____
Contracting Unit and Address: _____

Signature: _____ **Date:** _____
(Required)

ATTACHMENT N – LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE

(submit with Bid/Proposal)

Pursuant to Md. Ann. Code, State Finance and Procurement Article, § 12-111, and in conjunction with the Bid/Proposal submitted in response to Solicitation No. _____, the following disclosures are hereby made:

1. At the time of Bid/Proposal submission, the Bidder/Offeror and/or its proposed subcontractors:
____ have plans
____ have **no** plans

to perform any services required under the resulting Contract outside of the United States.

2. If services required under the contract are anticipated to be performed outside the United States by either the Bidder/Offeror or its proposed subcontractors, the Bidder/Offeror shall answer the following (attach additional pages if necessary):

- a. Location(s) services will be performed:

- b. Reasons why it is necessary or advantageous to perform services outside the United States:

The undersigned, being an authorized representative of the Bidder/Offeror, hereby affirms that the contents of this disclosure are true to the best of my knowledge, information, and belief.

Date: _____

Bidder/Offeror Name: _____

By: _____

Name: _____

Title: _____

Please be advised that the Department may contract for services provided outside of the United States if: the services are not available in the United States; the price of services in the United States exceeds by an unreasonable amount the price of services provided outside the United States; or the quality of services in the United States is substantially less than the quality of comparably priced services provided outside the United States.

ATTACHMENT O – DHR HIRING AGREEMENT

This solicitation does not require a DHR Hiring Agreement.

ATTACHMENT P – DHMH FORMS

Attachment P-1: DHMH Form 3871

[illegible]

Attachment P-3: DHMH Form 257

LONG TERM CARE ACTIVITY REPORT

TO: Receiving Agency _____

Address _____

FROM: Name of Provider _____

Address _____

Medicaid Provider ID _____ CARES Vendor ID _____

Contact Name _____ Telephone _____

PROVIDER TYPE ☐ Nursing Facility ☐ Chronic/Special Hospital ☐ Medical Day Care Center ☐ Other _____

☐ Community MA ☐ Waiver

For Agency Use Only

Date Received _____

Control No. _____

Due Date _____

Completed _____

RECIPIENT INFORMATION

Name _____ Sex ☐ M ☐ F Date of Birth _____

Medicare Claim No. _____ MD Medicaid No. _____

Representative _____ Phone _____

Address _____

ACTION REQUESTED - COMPLETE EITHER BOX A OR B AS APPROPRIATE, AND PRINT AND SIGN NAME/DATE

A. Begin Payment Admission Date _____ Private pay rate _____

Check all that apply - both beginning and ending pay dates must be completed when requested. NOTE: Actions marked with "*" require Utilization Control Agent/DHMH certification

1. ☐ *Full MA coverage Begin pay date _____ For MDC only ☐ Initial ☐ Continued

2. ☐ Medicare A co-payment Begin pay date _____ End pay date _____

3. ☐ Bed reservations for Medicare full coverage period Begin pay date _____ End pay date _____

4. ☐ *Revocation of Hospice care and return to NF care Effective date _____

B. Cancel Payment

1. ☐ Discharged to ☐ Another Provider ☐ Community ☐ Hospice Date of Discharge _____

If discharged to another provider, name of provider _____

2. ☐ Death - Date of Death _____

Administrator/Designee Signature _____ Date _____

Print Name of Administrator/Designee _____ Title _____

Level of Care Certification (For UCA/DHMH Use Only)

The above named recipient is certified for the following level of care (check one):

☐ Chronic/Special Hospital ☐ Nursing Facility Effective Dates _____ through _____

Utilization Control Agent/DHMH
DHMH 257 (Revised 4/2011)

Authorized Signature _____

M/D/YYYY _____

AGENCY/UCA/PROVIDER COPY

Attachment P-4: DHMH Form 3871B

**Maryland Medical Assistance
Medical Eligibility Review Form #3871B**

Part A – Service Requested

1. Requested Eligibility Date: _____ 2. Admission Date _____ 3. Facility MA Provider #: _____
4. Check Service Type Below:
- ☐ Nursing Facility ☐ Medical Day Care Waiver ☐ Waiver for Older Adults
☐ Living at Home Waiver ☐ PACE ☐ Model Waiver vent dependent
☐ Chronic Hospital vent dependent only (all other CH use 3871) ☐ only (all other MW use 3871)
5. Check Type of Request
- ☐ Initial ☐ Conversion to MA (NF) ☐ Medicare ended (NF) ☐ MCO disenrollment (NF)
☐ Readmission – bed reservation exp. (NF) ☐ Transfer new provider (NF) ☐ Update expired LOC ☐ Corrected Date
☐ Significant change from previously denied request ☐ Recertification (Waivers/PACE only) ☐ Advisory (please include payment)

Part B – Demographics

1. Client Name: Last _____ First _____ MI ____ Sex: M F (circle)
SS# _____ - ____ - ____ MA # _____ DOB _____
2. Current Address (check one) ☐ Facility ☐ Home
Address 1 _____
Address 2 _____
City _____ State _____ ZIP _____ Phone _____
If placed in facility, name of facility _____
If in acute hospital, name of hospital _____
3. Next of Kin/ Representative
Last name _____ First Name _____ MI ____
Address 1 _____
Address 2 _____
City _____ State _____ ZIP _____ Phone _____
4. Attending Physician
Last name _____ First Name _____ MI ____
Address 1 _____
Address 2 _____
City _____ State _____ ZIP _____ Phone _____

Part C – MR/MI Please Complete the Following on All Individuals:

Review Item	Answer	
	Y	N
1. Is there a diagnosis or presenting evidence of mental retardation/related condition, or has the client received MR services within the past two years?	<input type="checkbox"/>	<input type="checkbox"/>
2. Is there any presenting evidence of mental illness? Please note: Dementia/Alzheimer's is not considered a mental illness.	<input type="checkbox"/>	<input type="checkbox"/>
a. If yes, check all that apply. <input type="checkbox"/> Schizophrenia <input type="checkbox"/> Personality disorder <input type="checkbox"/> Somatoform disorder <input type="checkbox"/> Panic or severe anxiety disorder <input type="checkbox"/> Mood disorder <input type="checkbox"/> Paranoia <input type="checkbox"/> Other psychotic or mental disorder leading to chronic disability		
3. Has the client received inpatient services for mental illness within the past two years?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the client on any medication for the treatment of a major mental illness or psychiatric diagnosis? a. If yes, is the mental illness or psychiatric diagnosis controlled with medication?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
5. Is the client a danger to self or others?	<input type="checkbox"/>	<input type="checkbox"/>

Part D – Diagnoses

Primary diagnosis related to the need for requested Level of Care	ICD Code	Description
Other active diagnoses related to the need for requested Level of Care	Descriptions	

Part E – Skilled Services:

Requires a physician's order. Requires the skills of technical or professional personnel such as a registered nurse, licensed practical nurse, respiratory therapist, physical therapist, and/or occupational therapist. The service must be inherently complex such that it can be safely and effectively performed only by, or under the supervision of, professional or technical personnel. Items listed under Rehabilitation and Extensive Services may overlap.

Table I. Extensive Services (serious/unstable medical condition and need for service)

Review Item (Please indicate the number of days per week each service is required)	# of days service is required/wk. (0-7)
1. Tracheotomy Care: All or part of the day	
2. Suctioning: Not including routine oral-pharyngeal suctioning, at least once a day	
3. IV Therapy: Peripheral or central (not including self-administration)	
4. IM/SC Injections: At least once a day (not including self-administration)	
5. Pressure Ulcer Care: Stage 3 or 4 and one or more skin treatments (including pressure-relieving bed, nutrition or hydration intervention, application of dressing and/or medications)	
6. Wound Care: Surgical wounds or open lesions with one or more skin treatments per day (e.g., application of a dressing and/or medications daily)	
7. Tube Feedings: 51% or more of total calories or 500 cc or more per day fluid intake via tube	
8. Ventilator Care: Individual would be on a ventilator all or part of the day	
9. Complex respiratory services: Excluding aerosol therapy, spirometry, postural drainage or routine continuous O2 usage	
10. Parenteral Feeding or TPN: Necessary for providing main source of nutrition.	
11. Catheter Care: Not routine foley	
12. Ostomy Care: New	

13. Monitor Machine: For example, apnea or bradycardia	
14. Formal Teaching/Training Program: Teach client or caregiver how to manage the treatment regime or perform self care or treatment skills for recently diagnosed conditions (must be ordered by a physician)	
Table II. Rehabilitation (PT/OT/Speech Therapy services) Must be current ongoing treatment.	
Review Item (Please indicate the number of days per week each service is required.)	No. of days service is required/wk. (0-7)
15. Extensive Training for ADLs. (restoration, not maintenance), including walking, transferring, swallowing, eating, dressing and grooming.	
16. Amputation/Prosthesis Care Training: For new amputation.	
17. Communication Training: For new diagnosis affecting ability to communicate.	
18. Bowel and/or Bladder Retraining Program: Not including routine toileting schedule.	

Part F – Functional Assessment

Review Item	Answer	
Cognitive Status (Please answer Yes or No for EACH item.)	Y	N
1. Orientation to Person: Client is able to state his/her name.	<input type="checkbox"/>	<input type="checkbox"/>
2. Medication Management: Able to administer the correct medication in the correct dosage, at the correct frequency without the assistance or supervision of another person.	<input type="checkbox"/>	<input type="checkbox"/>
3. Telephone Utilization: Able to acquire telephone numbers, place calls, and receive calls without the assistance or supervision of another person.	<input type="checkbox"/>	<input type="checkbox"/>
4. Money Management: Can manage banking activity, bill paying, writing checks, handling cash transactions, and making change without the assistance or supervision of another person.	<input type="checkbox"/>	<input type="checkbox"/>
5. Housekeeping: Can perform the minimum of washing dishes, making bed, dusting, and laundry, straightening up without the assistance or supervision of another person.	<input type="checkbox"/>	<input type="checkbox"/>
6. Brief Interview for Mental Status (BIMS): Was the examiner able to administer the complete interview? If yes, indicate the final score. If no, indicate reason. (Examination should be administered in a language in which the client is fluent.)	<input type="checkbox"/>	<input type="checkbox"/>
	If yes, Score: _____ If No, check one of the following: <input type="checkbox"/> Hearing Loss <input type="checkbox"/> Applicant is rarely/never understood <input type="checkbox"/> Language Barrier <input type="checkbox"/> Refused <input type="checkbox"/> Other (specify)_____	
Behavior (Please answer Yes or No for EACH item.)	Answer	
	Y	N
7. Wanders (several times a day): Moves with no rational purpose or orientation, seemingly oblivious to needs or safety.	<input type="checkbox"/>	<input type="checkbox"/>
8. Hallucinations or Delusions (at least weekly): Seeing or hearing nonexistent objects or people, or a persistent false psychotic belief regarding the self, people, or objects outside of self.	<input type="checkbox"/>	<input type="checkbox"/>
9. Aggressive/abusive behavior (several times a week): Physical and verbal attacks on others including but not limited to threatening others, hitting, shoving, scratching, punching, pushing, biting, pulling hair or destroying property.	<input type="checkbox"/>	<input type="checkbox"/>
10. Disruptive/socially inappropriate behavior (several times a week): Interferes with activities of others or own activities through behaviors including but not limited to making disruptive sounds, self-abusive acts, inappropriate sexual behavior, disrobing in public, smearing/throwing food/feces, hoarding, rummaging through other's belongings, constantly demanding attention, urinating in inappropriate places.	<input type="checkbox"/>	<input type="checkbox"/>
11. Self-injurious behavior (several times a month): Repeated behaviors that cause injury to self, biting, scratching, picking behaviors, putting inappropriate object into any body cavity, (including ear, mouth, or nose), head slapping or banging.	<input type="checkbox"/>	<input type="checkbox"/>
	Answer	

Communication (Please answer Yes or No for EACH item.)	Y	N
12. Hearing Impaired even with use of hearing aid: Difficulty hearing when not in quiet setting, understands conversations only when face to face (lip-reading), can hear only very loud voice or totally deaf.	<input type="checkbox"/>	<input type="checkbox"/>
13. Vision Impaired even with correction: Difficulty with focus at close range, field of vision is severely limited (tunnel vision or central vision loss), only sees light, motion, colors or shapes, or is totally blind.	<input type="checkbox"/>	<input type="checkbox"/>
14. Self Expression: Unable to express information and make self understood using any means (with the exception of language barrier).	<input type="checkbox"/>	<input type="checkbox"/>
Review Item		
FUNCTIONAL STATUS: Score as Follows 0 = Independent: No assistance or oversight required 1 = Supervision: Verbal cueing, oversight, encouragement 2 = Limited assistance: Requires hands on physical assistance 3 = Extensive assistance: Requires full performance (physical assistance and verbal cueing) by another for more than half of the activity. 4 = Total care: Full activity done by another	Score Each Item (0-4)	
15. Mobility: Purposeful mobility with or without assistive devices.		
16. Transferring: The act of getting in and out of bed, chair, or wheelchair. Also, transferring to and from toileting, tub and/or shower.		
17. Bathing (or showering): Running the water, washing and drying all parts of the body, including hair and face.		
18. Dressing: The act of laying out clothes, putting on and removing clothing, fastening of clothing and footwear, includes prostheses, orthotics, belts, pullovers.		
19. Eating: The process of putting foods and fluids into the digestive system (including tube feeding).		
20. Toileting: Ability to care for body functions involving bowel and bladder activity, adjusting clothes, wiping, flushing of waste, use of bedpan or urinal, and management of any special devices (ostomy or catheter). This does not include transferring (See transferring item 16 above).		
CONTINENCE STATUS: Score as Follows 0 = Independent: Totally continent, can request assistance in advance of need, accidents only once or twice a week or is able to completely care for ostomy. 1 = Dependent: Totally incontinent, accidents three or more times a week, unable to request assistance in advance of need, continence maintained on toileting schedule, indwelling, suprapubic or Texas catheter in use or unable to care for own ostomy.	Score Each Item (0-1)	
21. Bladder Continence: Ability to voluntarily control the release of urine from the bladder		
22. Bowel Continence: Ability to voluntarily control the discharge of stool from the bowel.		

Part G – Certification

1. Signature of Person Completing Form: _____ Date _____

Printed Name _____

I certify to the best of my knowledge the information on the form is correct.

2. Signature of Health Care Professional: _____ Date _____

Printed Name _____

Attachment P-5: DHMH Form 2129

Department of Health and Mental Hygiene – Office of Health Services
REPORT OF ADMINISTRATIVE DAYS IN A NURSING FACILITY – DHMH 2129

NOTE: A separate form is to be submitted monthly. Please write legibly.

Dates of administrative days requested. From ____/____/____ Through ____/____/____

Facility name: _____ Phone: _____

Resident name: _____

Medical Assistance number: _____

Reclassified from NF to: Less than NF ____ ICF/MR ____ Effective date: ____/____/____

List the dates action was taken to find appropriate placement and briefly describe each.

If resident cannot be moved, physician documentation is necessary and should be attached and noted below.

Date	Actions Taken and Outcomes

Number of administrative days requested: _____

Administrator or designee: _____
(Print Name) (Signature)

(Title) (Date)

Utilization Control Agent Certification – for UCA Use Only

UCA Representative: _____
(Please Print Name & Organization)

Days approved: _____ Reason (if different from days requested): _____

Signature: _____ Date: _____

DHMH 2129 (Rev. 2/2010)

Attachment P-6: DHMH Form 4527

MARYLAND STATE DEPARTMENT OF HEALTH AND MENTAL HYGIENE PREPAYMENT REQUEST FORM

Date (00/00/00)

--	--	--	--	--	--	--	--	--	--

Please check appropriate box:

☐ DME ☐ DMS ☐ OXYGEN & RELATED RESPIRATORY EQUIP.

SECTION I - RECIPIENT'S INFORMATION

Recipient's Maryland Medicaid Number

--	--	--	--	--	--	--	--	--	--

NAME (Last) (First) (MI)

DOB SEX TELEPHONE NO.

Address

City State Zip Code

SECTION II - PAY-TO-PROVIDER INFORMATION

Maryland Medicaid Provider Number

--	--	--	--	--	--	--	--	--	--

National Provider Identifier (NPI)

--	--	--	--	--	--	--	--	--	--

Provider Name & Address: _____

Contact: _____ Telephone: () _____

SECTION III - PRESCRIBER'S INFORMATION

Date of Request: _____ Documentation of last face to face encounter by prescriber attached: ☐ Y ☐ N

Name: _____ MD Medicaid Provider number: _____

Address: _____ Telephone: () _____

Prescriber's Signature: _____

TO BE COMPLETED BY PRESCRIBER: LMN Attached: ☐ (Y) ☐ (N) Length of Need: _____ (months rental) ☐ (lifetime)

Diagnosis and Present Physical Condition: _____

Medical Justification (be specific): _____

Prognosis: _____

Notes: If appropriate item type block is not checked, form will be returned. DME/DMS cannot be on same form. CPAP requests require sleep apnea studies or PFT's.

AUTHORIZATION NUMBER

--	--	--	--	--	--	--	--	--	--

DHMH-4527
Rev 11/2012

SUBMIT TO: UTILIZATION CONTROL AGENT

COMPLETE REVERSE SIDE

**MARYLAND STATE DEPARTMENT OF HEALTH AND MENTAL HYGIENE
PREPAYMENT REQUEST FORM**

SECTION IV – PREPAYMENT LINE ITEM INFORMATION

NAME OF ITEM	PROCEDURE CODE	*MISC CODE	DATES OF SERVICE FROM THRU		REQUESTED UNITS	AMOUNT
1. _____	_____	_____	___/___/___	___/___/___	_____	\$ _____
2. _____	_____	_____	___/___/___	___/___/___	_____	\$ _____
3. _____	_____	_____	___/___/___	___/___/___	_____	\$ _____
4. _____	_____	_____	___/___/___	___/___/___	_____	\$ _____
5. _____	_____	_____	___/___/___	___/___/___	_____	\$ _____
6. _____	_____	_____	___/___/___	___/___/___	_____	\$ _____

* To be used when requesting overages

SECTION V – DETAILED ITEM FOR MEDICAL EQUIPMENT AND SUPPLIES

MFR	MODEL/PRODUCT NUMBER	SINGLE UNIT COST	UNITS PER PKG
1. _____	_____	\$ _____	_____
2. _____	_____	\$ _____	_____
3. _____	_____	\$ _____	_____
4. _____	_____	\$ _____	_____
5. _____	_____	\$ _____	_____
6. _____	_____	\$ _____	_____

Notes:

All equipment purchased by the Department for the patient's use remains the property of the Department of Health and Mental Hygiene (COMAR 10.09.12.07O), therefore should be recycled whenever possible. Please contact the Program at 410-767-1739 to request the required state identification tags to place on the equipment.

Equipment cannot be donated or given away, unless authorized by the Program.

All requests for mobility equipment (excluding standard wheelchairs) must have home assessment form attached.

It is the provider's responsibility to:

Verify recipient's eligibility at 866.710.1447 before dispensing items

Ensure that the recipient (or legal guardian) is aware of his/her responsibility to contact the Medical Medicaid provider when equipment is no longer needed, additionally that he/she knows not donate or dispose of any equipment paid for by the Program

Ensure that the recipient and/or caregivers are educated on the proper use of all equipment provided

Notify the Program of any suspected fraud by calling 866-770-7175

Please take the time to visit our website:

<http://mmcp.dhmdh.maryland.gov/communitysupport/SitePages/Home.aspx>

Attachment P-7: DHMH Form 4527A

MARYLAND STATE DEPARTMENT OF HEALTH AND MENTAL HYGIENE PHYSICIAN CERTIFICATION AND AUTHORIZATION REQUEST FORM FOR AIR AMBULANCE SERVICES

SECTION I - RECIPIENT'S INFORMATION

Date (00/00/0000)										Recipient's Maryland Medicaid Number ___ or SS# ___																			
NAME (Last)										NAME (First)										NAME (MI)									
DOB (00/00/0000)										SEX										TELEPHONE NO.									
Address																													
City										State										Zip Code									

SECTION II - AIR TRANSPORT PROVIDER INFORMATION

Maryland Medicaid Provider Number										National Provider Identifier (NPI)									
Provider Name & Address:										Contact: Telephone: ()									

SECTION III - TRANSPORT INFORMATION

Sending Hospital		Receiving Hospital	
NAME OF HOSPITAL		NAME OF HOSPITAL	
ADDRESS		ADDRESS	
REFERRING DEPT		ACCEPTING DEPT	
REFERRING PHYSICIAN		ACCEPTING PHYSICIAN	

PRIMARY DIAGNOSIS AND REASON FOR TRANSFER **SENDING PHYSICIAN: Note that items left blank are presumed to be answered "no".

DIAGNOSIS:			
RESOURCES	<input type="checkbox"/> PICU	<input type="checkbox"/> TRAUMA - Level ____	<input type="checkbox"/> Other (specify)
NEEDED	<input type="checkbox"/> NICU	<input type="checkbox"/> PERINATAL/NEONATAL - Level ____	
<input type="checkbox"/> yes	IS THIS RESOURCE AVAILABLE AT THE SENDING FACILITY?		
<input type="checkbox"/> no			
<input type="checkbox"/> yes	IS THE PATIENT BEING TRANSFERRED TO THE CLOSEST FACILITY WHICH HAS THIS RESOURCE?		
<input type="checkbox"/> no			
<input type="checkbox"/> yes	IS THE PATIENT UNSTABLE?		
<input type="checkbox"/> no			
Level of Service Required	<input type="checkbox"/> BLS <input type="checkbox"/> ALS	<input type="checkbox"/> SPECIALTY CARE <input type="checkbox"/> PERINATAL/NEONATAL	["SPECIALTY CARE MEANS THE PATIENT IS VENTED OR REQUIRES MEDICATION OR SPECIALTY SKILLS OUTSIDE THE LOCAL EMS PROTOCOLS."]
<input type="checkbox"/> yes	In your professional medical opinion, is ground transport absolutely contraindicated?		
<input type="checkbox"/> no	If so, why:		

Provider Certification: By signing this form, you are certifying:

1. In your professional medical opinion, the services described are medically necessary and are covered services under the Maryland Medical Assistance Program.
2. You understand that misrepresentation or falsification of essential information which leads to inappropriate payment may be subject to investigation and sanction and/or penalty under applicable Federal and/or State law.

Date:	9-Digit Medical Assistance Provider Number or NPI:
Signature of Physician:	Address Printed:
Physician Name Printed:	Telephone Number:

AUTHORIZATION NUMBER

DHMH-4527A
Rev 4/2/2015

SUBMIT TO: **UTILIZATION CONTROL AGENT**

Attachment P-8: DHMH Form 3808

FAST FORMS Toll Free 1-888-513-6767

Maryland Medical Assistance Program ADMISSION AND LENGTH OF STAY CERTIFICATION

DOCUMENT NUMBER

3085057

<p>1) _____ HOSPITAL (Print or Type) Medical Records Number</p> <p>3) Patient: _____ LAST NAME (Print or Type) FIRST</p> <p>5) Date of Birth _____ 6) Category: <input type="checkbox"/> F <input type="checkbox"/> S 7) Sex: <input type="checkbox"/> M <input type="checkbox"/> F</p> <p>9) Actual admission date: _____ Actual discharge date: _____</p> <p>11) REQUEST APPROVAL/CERTIFICATION FOR (Check one): <input type="checkbox"/> 1. elective admission <input type="checkbox"/> 2. emergency admission <input type="checkbox"/> 3. retroactive admission</p> <p>13) PRINCIPAL DIAGNOSIS: _____</p> <p>15) SECONDARY DIAGNOSIS: _____ (COMORBIDITY)</p> <p>19) PROCEDURES: 1. _____ AND DATES 2. _____ 3. _____</p> <p>23) HOSPITAL COURSE: _____</p> <p>ATTACH ADDITIONAL SHEET(S) IF NECESSARY</p>	<p>2) _____ HOSPITAL PROVIDER NO.</p> <p>4) _____ PATIENT MEDICAID NO.</p> <p>8) Type of Admission (Select Appropriate No. 1-3) <input type="checkbox"/></p> <p>10) Admission: _____ Month Day Year</p> <p>12) Discharge: _____ Month Day Year</p> <p>14) PRINCIPAL (One ICD-9CM Code) _____</p> <p>16) SECONDARY (One ICD-9CM Code) _____</p> <p>17) SECONDARY (One ICD-9CM Code) _____</p> <p>18) SECONDARY (One ICD-9CM Code) _____</p> <p>20) 1st ICD-9CM Procedure Code _____</p> <p>21) 2nd ICD-9CM Procedure Code _____</p> <p>22) 3rd ICD-9CM Procedure Code _____</p> <p>24) DISCHARGE STATUS (Same as Codes on Invoice UB-92) <input type="checkbox"/></p> <p>25) DRG <input type="checkbox"/></p>
---	--

REQUESTOR'S NAME AND TITLE _____ DATE _____ TELEPHONE _____

FOR AGENT USE ONLY

Returned without UCA Action for: _____

<p>Preadmission Review (check one): <input type="checkbox"/> not obtained <input type="checkbox"/> approved</p> <p>Approved for (circle): 1. 2. 3.</p> <p>Denied for (circle): 1. 2. 3.</p> <p>MAC? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>DCP? <input type="checkbox"/> yes <input type="checkbox"/> no</p> <p>SSO: emergency <input type="checkbox"/> obtained <input type="checkbox"/> waived <input type="checkbox"/></p>	<p>Acute days approved: <input type="checkbox"/></p> <p>Acute days denied: <input type="checkbox"/></p> <p>Days not covered: <input type="checkbox"/></p> <p>Adm. days approved: <input type="checkbox"/></p> <p>Adm. days denied: <input type="checkbox"/></p>
--	---

Reason for denial: _____

ATTACHMENT Q – WEEKLY ACUTE CARE HOSPITAL REPORTS

Attachment Q-1 - Weekly Average Number of RN Reviews Per Day

Nurse	Start Date	2015										
		12/31 – 1/6	1/7 – 1/13	1/14 – 1/20	1/21 – 1/27	1/28 – 2/3	2/4 – 2/10	2/11 – 2/17	2/18 – 2/24	2/25 – 3/3	3/4 – 3/10	3/11 – 3/17
Sally S.	5/12/14	25	22	24	24	21	20	16	18	17	16	17
Sarah B.	1/18/11	24	21	23	29	21	24	20	23	20	13	4
Sharon T.	1/18/11	35	38	35	36	35	34	33	32	31	24	33
Margaret A.	8/18/14	27	18	19	12	13	6	2	8	11	11	4
Mary F.	11/10/14	30	29	25	29	25	30	30	28	27	26	23
Karen C.	8/11/14	3	5	6								
Liz L.	1/26/15				10	10	15	0	16	11	11	15
Laurie C.	3/2/15										10	13
Total Average		144	132	133	140	125	128	101	125	117	111	108

*Detailed report available upon request.

Attachment Q-2 - Weekly 3808 Retrospective Aging Report by Facility

Homeland Hospital

Request ID	Tx Setting Desc	LOS Days	Status	Outcome Reason	Medical Rcd Rcvd	Addl Info Req	Addl Info Rcvd	Age
20130304-000143	Acute – 3808 Retrospective	4	Pend	Request Clin Information	12/9/2014	12/11/2014		Waiting for add info
20150126-000162	Acute – 3808 Retrospective	1	Pend	Additional Info Received	1/26/2015	1/29/2015	3/25/2015	5
20150225-000052	Acute – 3808 Retrospective	7	Pend	PA Review Required	2/25/2015	3/17/2015	3/20/2015	8

Attachment Q-3 – Weekly All Pending Cases by Age to be Reviewed by Physician

Request ID	Facility Name	Tx Setting Desc	LOS Days	Status	Outcome Reason	Medical Rcd Rcvd	Addl Info Req	Addl Info Rcvd
20130304-000143	Homeland Hospital	Acute – 3808 Retrospective	7	Pend	PA Review Required	3/4/2015		
20150126-000162	Homeland Hospital	Acute – 3808 Retrospective	10	Pend	PA Review Required	3/4/2015		
20150225-000052	Homeland Hospital	Acute – 3808 Retrospective	3	Pend	PA Review Required	3/4/2015		

Attachment Q-4 - Weekly All Cases Pending by Age to be Reviewed by Nurse

Request ID	Facility Name	Tx Setting Desc	LOS Days	Status	Outcome Reason	Medical Rcd Rcvd	Addl Info Req	Addl Info Rcvd
20130304-000143	Homeland Hospital	Acute – 3808 Retrospective	3	Pend	RN Review	3/9/2015		
20150126-000162	Homeland Hospital	Acute – 3808 Retrospective	6	Pend	RN Review	3/10/2015		
20150225-000052	Homeland Hospital	Acute – 3808 Retrospective	6	Pend	RN Review	3/10/2015		

Attachment Q-5 – All Pending 3808 Reconsideration Report by Age

Request ID	Facility Name	LOS Days	Status	Recon Request Date	Date Add'l. Information Requested	Date Add'l. Information Received	Age

Attachment Q-6 - Weekly Aging Summary Report

Type of Review	Status	Previous Week	Current Week
		3/4 – 3/10/15	3/11 – 3/17/15
3808's (Contract Requirement: 20 business day turnaround from when medical record is received)	RN Review: 15 – 20 days	0	35
	RN Review: 21 – 29 days	0	0
	RN Review: 30 days or more	0	0
	Total RN Reviews	0	35
	PA Review: 15 – 20 days	86	97
	PA Review: 21 – 29 days	2	0
	PA Review: 30 days or more	0	0
	Total PA Reviews	88	97
Reconsiderations (Contract Requirement: 15 business day turnaround)	15 – 20 days	1	0
	21 – 29 days	0	0
	30 days or more	0	0
	Total Reconsiderations	1	0
X02's (Contract Requirement: 5 business day turnaround)	1 – 5 business days	80	79
	6 – 14 days	0	0
	15 – 20 days	0	0
	21 – 29 days	0	0
	30 days or more	0	0
	Total X02 Cases	80	79

Attachment Q-7 - Weekly Summary Report

	2015										
	12/31- 1/6	1/7- 1/13	1/14- 1/20	1/21- 1/27	1/28- 2/3	2/4- 2/10	2/11- 2/17	2/18- 2/24	2/25- 3/3	3/4- 3/10	3/11- 3/17
3808 Requests Received	369	737	576	551	774	756	631	617	597	533	486
Medical Record Uploads	847	378	518	474	665	738	621	661	630	450	587
3808 Claims Extract	442	561	530	538	503	542	397	443	487	435	449

RN 3808 Reviews	Count
> 30 days	0
30	0
29	0
28	0
27	0
26	0
25	0
24	0
23	0
22	0
21	0
=< 20 days	1,183
Total	1,183

Compliance Rate for RN and PA Combined 3808 Reviews 100.0%

RN 3808 Review Compliance: 1183 1183 100.0%

PA 3808 Review Compliance: 132 132 100.0%

Overall 3808 Review Compliance: 1315 1315 100.0%

PA 3808 Reviews	Count
> 30 days	0
30	0
29	0
28	0
27	0
26	0
25	0
24	0
23	0
22	0
21	0
=< 20 days	132
Total	132

Attachment Q-8 - Weekly MDMA 3808 Summary

Weekly MDMA 3808 Summary

3/23/2015 thru 3/27/2015

3808 Num	Provider	MA Num	Request ID	Request Date (Date Request Entered System)	Completion Date (Date Auth # sent to State)	Med Rec Received Date	Additional Information Request Date	Additional Information Received Date	Request Age at Time of Completion (MR Rec Date to Completion Date minus Days for Additional Info)
9525710	Homeland Hospital	11223344556	20140812-000329	8/12/2014	3/23/2015	2/24/2015			20
9525711	Homeland Hospital	11223344556	20141203-000170	12/3/2014	3/23/2015	3/2/2015			16
9525712	Homeland Hospital	11223344556	20141229-000117	12/29/2014	3/23/2015	12/30/2014			57
9525713	Homeland Hospital	11223344556	20141230-000245	12/30/2014	3/23/2015	1/5/2015			54
9525714	Homeland Hospital	11223344556	20150102-000072	1/2/2015	3/23/2015	3/3/2015			15
9525715			20150107-000253	1/7/2015	3/23/2015	2/24/2015			20
9525716			20150109-000171	1/9/2015	3/23/2015	2/26/2015			18
9525717			20150130-000276	1/30/2015	3/23/2015	2/24/2015			20
9525718			20150205-000107	2/5/2015	3/23/2015	3/2/2015			16
9525719			20150205-000140	2/5/2015	3/23/2015	3/2/2015			16
9525720			20150206-000275	2/6/2015	3/23/2015	2/24/2015			20
9525721			20150209-000192	2/9/2015	3/23/2015	3/2/2015			16
9525722			20150210-000092	2/10/2015	3/23/2015	3/2/2015			16
9525723			20150210-000121	2/10/2015	3/23/2015	3/3/2015			15
9525724			20150210-000130	2/10/2015	3/23/2015	2/24/2015			20
9525725			20150211-000079	2/11/2015	3/23/2015	3/2/2015			16
9525726			20150211-000107	2/11/2015	3/23/2015	3/2/2015			16
9525727			20150211-000115	2/11/2015	3/23/2015	3/2/2015			16
9525728			20150211-000186	2/11/2015	3/23/2015	3/2/2015			16
9525729			20150212-000016	2/12/2015	3/23/2015	2/25/2015			19
9525730			20150212-000022	2/12/2015	3/23/2015	2/25/2015			19

Report Run on 4/1/2015 10:24:49 AM

1 of 26

Attachment Q-9 - X02 Summary Report by Facility

Facility Name	Number of cases approved	Number of cases denied	Number of cases with approved Administrative Days	Number of cases with denied Administrative Days
Homeland Hospital	20	50	1	3
Symphony Hospital	10	5	0	0
Grand totals	30	55	1	3

Attachment Q-10 – All Pending Reviews for Unqualified or Undocumented Aliens (X02s)

Request ID	Facility Name	LOS Days	Status of Case	Date Medical Info Rec.	Date Add'l. Info Requested	Date Add'l. Info Received	Age

ATTACHMENT R – MONTHLY ACUTE CARE HOSPITAL REPORTS

Attachment R-1 – Retrospective 3808 Detail Report of Approved and Denied Days

Region:													
Hospital:													
Name of MA Recipient	MA #	Admit Date	Discharge Date	Request ID	3808 Number	Transmission Date	Acute Days Approved	Acute Days Denied	Admin Days Approved	Admin Days Denied	Technically Denied Days	Non-Covered Days	

Attachment R-2 – Retrospective 3808 Summary Report of Approved and Denied Days

Region:												
Hospital:				3808 Number	Transmission Date	Acute Days Approved	Acute Days Denied	Admin Days Approved	Admin Days Denied	Technically Denied Days	Non-Covered Days	

Attachment R-3 – Pre-Authorization/Pre-Admission Monthly Review Report

Request ID Number	Last Name	First Name	MA ID Number	Date Received	Date Decision Made	# Days to Complete Decision	Effective Date of Decision	Provider ID	Decision (Approved or Denied)	Program Setting

Attachment R-4 – Concurrent Detail Report

Facility Name	Facility ID	Patient Name	MA ID #	Admission Date	Review Date	Request ID

Attachment R-5 – Unqualified or Undocumented Alien (X02) Summary of Approved and Denied Cases by Facility

Recipient Name	MA ID #	Date of Application	Date of Receipt	LDSS Name	LDSS Address	LDSS Case Manager	LDSS Case Manager	Facility Name	Facility Address	Facility Provider #	Service Date Span Begin	Service Date Span End	Outcome	Diagnosis	Completed	TAT
Client M	12345678911			Baltimore County DSS							03/01/2015	01/15/2015	Approved	This 38-year-old pregnant female presented to		4
Client F	12345678912			Baltimore County DSS							03/07/2015	01/19/2015	Denied	Administrative denial. The ED report was		5
Client E	12345678913			Montgomery County DSS							03/15/2015	01/03/2015	Denied	Administrative denial. There were no		5
Client J	12345678914			Prince Georges County HD							03/19/2015	10/10/2014	Approved	This 46-year-old female with previous		2
TOTAL	4														Average:	4.00
Approved	2	50%														
Denied	2	50%														
Average TAT Days	4															

ATTACHMENT S – ADULT CHRONIC HOSPITAL, SPECIAL PEDIATRIC HOSPITAL, NURSING FACILITY, AND HOME AND COMMUNITY BASED SERVICES REPORTS

Attachment S-1 – Monthly Summary of All LTC Activities

Long Term Care/Community Services
Maryland Monthly Reviews for ()

		Nursing Facility	Chronic Hosp	Ped Hosp	TBI	Total Inst Services	PACE	MW		MADC	CO	ICS	BI		CPC	CPAS	Total Comm Services	DME	Air Amb	Total Institutional, Comm. and Other Services
								NF	CH				NF	CH						
Medical Eligibility Review	Approved					0											0			0
	Denied					0											0			0
	Total Completed	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0
	Closed W/O Dec					0											0			0
	Pending					0											0			0
	Total MERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0			0
Recertifications	Approved																0			0
	Denied																0			0
	Total Completed						0	0	0	0	0	0	0	0	0	0	0			0
	Closed W/O Dec																0			0
	Pending																0			0
	Total						0	0	0	0	0	0	0	0	0	0	0			0
Court Stay Reviews	Approved					0														0
	Denied					0														0
	Total CSR					0														0
Administrative Days	Approved Recipients					0														0
	Approved Days					0														0
	Denied Recipients					0														0
	Denied Days					0														0
	Total Recipients	0	0	0	0	0														0
	Total Days	0	0	0	0	0														0
Ancillary Reviews	Approved																			0
	Denied																0	0		0
	Total Completed																			0
	Closed W/O Dec																			0
	Pending																0	0		0
	Total																			0
Miscellaneous Reviews	Medical Review for Liens					0														0
	Pt. Asmt (NF only - recipients reviewed)					0														0
	PASRR Review - Medicaid					0														0
	PASRR Review - Non Medicaid					0														0
	Validation (MADC)																			0

Attachment S-2 – Monthly Home and Community Based Services Assessment Report

Assessment Summary Report

Summary By: Jurisdiction Start Date: 1/1/2015 12:00:00 AM End Date: 1/31/2015 12:00:00 AM

Jurisdiction	Requested	Assigned	In-Progress	Submitted	Total
Allegany					
Anne Arundel					
Baltimore					
Baltimore City					
Calvert					
Caroline					
Carroll					
Cecil					
Charles					
Dorchester					
Frederick					
Garrett					
Harford					
Howard					
Kent					
Montgomery					
Other					
Prince George's					
Queen Anne's					
Somerset					
St. Mary's					
Talbot					
Washington					
Wicomico					
Worcester					
Total					

Attachment S-3 – Quarterly Model Waiver Activity Report

Date Received	Date Decision Made	# Days to Complete Decision	Effective Date of Decision	Provider ID	Decision	Reimb Level	Init/Recert	Recon (Admin/ Appeal)	Treatment Setting
02/05/2015	2/24/2015	19	2/24/2015	123456789	Deny	Clin Crit Not Met	Initial LOC		LTC - Model Waiver NF
02/10/2015	2/10/2015	0	2/10/2015		Approve	Clin Crit Met - NF	Initial LOC		LTC - Model Waiver NF
02/10/2015	2/10/2015	0	2/10/2015		Approve	Clin Crit Met - NF	Redetermination		LTC - Model Waiver NF
02/27/2015	2/27/2015	0	2/27/2015		Approve	Clin Crit Met - NF	Redeterminaton		LTC - Model Waiver NF
02/27/2015	2/27/2015	0	2/27/2015		Approve	Clin Crit Met - NF	Initial LOC		LTC - Model Waiver NF
				Total	5				
				Total Approved	4	Initial LOC	3		
				Total Denied	1	Redetermination	2		

Attachment S-4 – Monthly Report of New Admissions to Nursing Facilities under PASRR

Facility Provider Number	Facility Name	Last Name	First Name	MA #/SSN	DOB	Date of Admission	Date of Level II Approval	Positive PASRR Indicator (MI/MR/Dual)	Approving Entity (DDA/BHA)	NF LOC	NF Services Recommended	Short-Stay Period (days)	Discharge Date	Discharge Destination
2173077-00	Golden Living Center - Hagerstown	Smith	John	12345678900	01111930	03062015	03022015	ID	DDA	Yes	Assistance with ADLs; physical therapy	120 days		
3011879-00	Maryland Baptist Aged Home	Jones	Mary	56789123400	12131952	03012015	02282015	MI	BHA	Yes	Medication management	N/A		

Attachment S-5 – Monthly PASRR Review Count by Facility

PASRR Review Count by Facility

Provider #	Provider Name	Total Reviews
1122334-00	Providers of Care and Assistance	17
5566778-00	Home for the Elderly	3
	Total PASRR Reviews for (date) through (date)	20

Attachment S-6 – Monthly PASRR Noncompliance Report

**Maryland Medical Assistance Program
Report of Nursing Facilities'
NonCompliance with PASRR Requirements
Report for**

Review Date	Facility Information		Resident Identification						Reason for Non-Compliance (Check all that apply with X; if "Other," provide							
	Facility Provider #	Name of Facility	Resident Last Name	Resident First Name	Medicaid Number (If MA recipient)	Date of Birth (If not MA recipient)	Date of Admission	PASRR Status (NIP)	Positive screen admitted without DDJ/MHA Certification	Date of Certification (If no required certification found, enter	No Screen Found	Exempted by hospital, remained in NF > 30 days, no followup screen	Screen completed post-admission	Screen not signed	Screen not dated	Other
3/5/2015	2173077-00	Golden Living Center - Hagerstown	Thomas	Bill	12345678900		1/12/2015	N			X					
3/5/2015	2173077-01	Golden Living Center - Hagerstown	James	Erica		6/5/1962	2/3/2015	P		3/2/2015						

Attachment S-7 – Monthly Administrative Days Review Report for Chronic Hospitals, Special Pediatric Hospitals, and Nursing Facilities

Administrative Days Review February 1, 2015 - February 28, 2015							
CH/SPH/NF	Facility	Last Name	First Name	MA#	Dates Requested	Days Approved	Days Denied

Attachment S-8 – Daily Pending LTC Requests by Setting

Daily Pending LTC Requests by Setting

Case #	Last Name	First Name	MA Number or Temporary ID Number	Tx Setting Desc	Date Request Received	Outco me Status Desc	Init/Red	Outcome Reason Desc	Item Dtl Due Date	Days Overdue
	Lewis	Ray	12345678900	Community Options	1/6/2015	Pend	Redetermination	PA Review Required	01/27/2015	

Attachment S-9 – Monthly Report of Participants in Nursing Facilities

Soc Security Number (if MA# not available)	Provider Number	Provider Name	Admission Date	Discharge Date (if discharged during month)	Discharge Destination (if known)
123-45-6789	0000000-00	Genesis Loch Raven	3/6/2015		
	1111111-00	Lorien Bel Air	12/8/2013		
	2222222-00	Stella Maris	8/5/2012	3/29/2015	Mid-Atlantic of Cumberland
	3333333-00	Mid-Atlantic of Cumberland	3/29/2015		

Attachment S-10 – Monthly Report of Participants in Chronic Hospitals

Resident Last Name	Resident First Name	Medicaid Number (if known)	Soc Security Number (if MA# not available)	Provider Number	Provider Name	Admission Date	Discharge Date (if discharged during month)	
Smith	John		123-45-6789	0000000-00	Levindale	3/6/2015		
Jones	Mary	38291059300		1111111-00	Greater Laurel	12/8/2014	3/8/2015	(
Frederick	Bill	39222802300		1111111-00	Greater Laurel	2/2/2015	3/1/2015	(
Frederick	Bill	39222802300		1111111-00	Greater Laurel	3/12/2015		

Attachment S-11 – Monthly Report of Participants in Special Pediatric Hospitals

Resident Last Name	Resident First Name	Medicaid Number (if known)	Soc Security Number (if MA# not available)	Provider Number	Provider Name	Admission Date	Discharge Date (if discharged during month)	
Smith	John	22038009800		0000000-00	MWPH	3/6/2015		
Jones	Mary	38291059300		1111111-00	KKI	12/8/2014	3/8/2015	
Frederick	Bill	39222802300		1111111-00	HSC	2/2/2015	3/1/2015	
Frederick	Bill	39222802300		1111111-00	HSC	3/12/2015		

ATTACHMENT T – QUARTERLY CALL CENTER REPORT

	October	November	December
Measurement Description	Metric	Metric	Metric
Number of Calls Received	3598	2661	2901
Number of Calls Handled	3543	2632	2882
Calls Answered by Live Rep within 30 seconds	603	491	628
Calls Answered by Live Rep within 120 seconds	965	766	902
Calls Answered by Live Rep within 180 seconds	1080	890	961
Calls Answered by Live Rep in over 180 seconds	271	136	107
Abandonment Rate	1.5%	1.1%	0.7%
Average Time Prior to Abandonment	1:22	0:57	18:07
Percent of Calls Answered	98%	99%	99%
Percent of Calls Answered within 30 seconds	100%	100%	100%
Average Length of Call	4:54	4:40	4:34

Top Five Inquiry Types			
List Type of Call	Count	Count	Count
Eligibility	652	439	430
Current Benefits	63	62	51
Claim Inquiry	677	517	502
Authorizations	279	196	277
Other	9	3	5

4th Quarter Metrics

10/1/14 - 12/31/14

Metric
9160
9057
1722
2653
2931
514
1.1%
6:48
99%
100%
4:42

Count
1521
176
1696
752
17

ATTACHMENT U – WEEKLY DME REPORT

MA Number	Participant Name	Date Received	# of days pending	Date of Service	Pay-To Provider Number	Pay-To Provider	Procedure Code	Units of Service	Amount Requested	Amt App	Decision (approved, denied or pending)		Date RN received request	Date Physician received request	Date Decision Made
0000000000	Smith, Joe	1/1/2019	40	12/14/2018	000000000	Medi Beds	A1234	1	\$7,000	\$3,423	A	055	1/17/2019	2/2/2019	2/20/2019
0000000000	Blue, Ivy	1/1/2019	16	12/14/2018	000000000	Dura Chairs	B1234	3	\$32,000	0	D	234	1/17/2019		1/17/2019
0000000000	Donn, Steve	1/1/2019	16	12/14/2018	000000000	Medi Beds	A1234	1	\$7,000	\$3,423	A	055	1/17/2019		1/17/2019
0000000000	Doe, Jane	1/1/2019	16	12/14/2018	000000000	Dura Chairs	B1234	3	\$32,000	0	P				
Summary			AVG # of days			# of providers submitting requests (respectively)				Amt approved	# of pending # of approvals				
											# of denials Per reason code				

ATTACHMENT V – WEEKLY AIR AMBULANCE REPORT

MA Number	Participant Name	Date Received	# of days pending	Date of Service	Pay-To Provider Number	Pay-To Provider	Vendor Acct Number	Procedure Code	Units of Service	Sending Facility	Receiving Facility	Amount Requested	Amt App	Decision (approved, denied, or pending)	Date RN received request	Date Physician received request	Date Decision Made
0000000000	Smith, Joe	3/1/2019	3	12/14/2018	000000000	Stat MedEvac	0002578	A1234	1	Mt. Wash Hosp	GBMC	\$7,000	\$3,423	A	1/17/2019	2/2/2019	2/20/2019
0000000000	Blue, Ivy	3/1/2019	6	12/14/2018	000000000	PHI	0014258	B1234	25	CNMC	Mercy Medical	\$32,000	0	D	1/17/2019		1/17/2019
0000000000	Donn, Steve	3/1/2019	9	12/14/2018	000000000	Air Methods	1258469	A1234	1	Sinai Hosp	Johns Hopk	\$7,000	\$3,423	A	1/17/2019		1/17/2019
0000000000	Doe, Jane	3/1/2019	10	12/14/2018	000000000	HealthNet	3691233	B1234	17	Good Samaritan	Mt. Wash Hosp	\$32,000	0	D	1/17/2019		1/22/2019
Summary			AVG # of days			# of providers submitting requests (respectively)							AVG Amt approved	# of approvals			
														# of denials Per reason code			

ATTACHMENT W – WEEKLY DME & AIR AMBULANCE RECONSIDERATION REPORT

MA Number	Participant Name	Original Date of Decision	Date Reconsideration Received	# of Days Lapsed	Recon Type (Provider or Recipient)	Review Type (DME or Air)	Date of Service	Pay-To Provider Number	Pay-To Provider	Procedure Code	Units of Service	Amount Requested	Amt App	Date RN Received Request	Date Physician Received Request	Reconsideration Decision
0000000000	Smith, Joe	1/1/2019	2/20/2019	20	P	Air	12/14/2018	000000000	Stat MedEvac	A1234	1	\$7,000	\$3,423	2/21/2019	2/28/2019	A
0000000000	Blue, Ivy	1/1/2019	1/17/2019	17	P	Air	12/14/2018	000000000	PHI	B1234	3	\$32,000	0	1/23/2019		D
0000000000	Donn, Steve	1/1/2019	1/17/2019	17	R	DME	12/14/2018	000000000	Dura Chair	A1234	1	\$7,000	\$3,423	1/23/2019		D
0000000000	Doe, Jane	1/1/2019	1/22/2019	21	P	DME	12/14/2018	000000000	MediBeds	B1234	3	\$32,000	0	1/23/2019		D

ATTACHMENT X – SUPPLEMENTAL VENTILATOR QUESTIONNAIRES

Adult Chronic Hospital Questionnaire

Patient Name: _____ Hospital: _____
 Date of Birth: _____

NURSE REVIEW LEVEL OF CARE FOR CHRONIC/REHABILITATION HOSPITAL

Present Level of Care: ☐ Vent ☐ Rehab ☐ Medical ☐ TBI ☐ Other ☐

If other, Please define the level of care: _____

Medicaid # _____ Adm/MA Date* _____
 Review Date: _____ Last Review Date: _____

Primary Diagnosis: _____

Secondary Diagnosis: _____

Other Pertinent Diagnoses: _____

Attending Physician: _____ Phone No: _____

1. Does the individual require at least three (3) physician visits per week for medication and/or treatment adjustments? ☐ Yes ☐ No List the details of the physician visits with frequency and intensity of service: _____

2. Does the patient require continued services rendered by a Licensed Health Care Professional? Yes ☐ No ☐ Check all that apply and provide pertinent details.

Please complete vent section for ventilator dependent patient.

	Pertinent Details
<input type="checkbox"/> Respiratory therapy 2-3 times per shift	_____
<input type="checkbox"/> Hyperalimentation	_____
<input type="checkbox"/> Multiple extensive decubiti	_____
<input type="checkbox"/> Chest Tube	_____
<input type="checkbox"/> Ventilator-Weaning	_____
<input type="checkbox"/> Ventilator-Non Weaning	_____
<input type="checkbox"/> Isolation	_____
<input type="checkbox"/> Intractable Pain	_____
<input type="checkbox"/> Wound Care	_____
<input type="checkbox"/> Other	_____

Patient Name: _____ Hospital: _____

3. Does the patient require care too complex to be provided by a nursing facility? ____Yes ____No
List and describe in detail the services provided with the frequency and intensity of services:

4. Does the patient require intensive rehabilitation services at least two times daily? ____Yes ____No
Describe the type of rehabilitation, frequency, expected duration, and goal of rehabilitation.

Type	Frequency	Expected Duration	Goals
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Ventilator related questions (please see ACCP Mechanical Ventilation Guide)

	Yes	No
a. Medically stable for 2 weeks		
Stable vital signs and lab tests	_____	_____
Treatment plan in place	_____	_____
Nutrition program in place	_____	_____
b. Respiratory stability for two weeks		
Airway secure	_____	_____
Secretions can be cleared	_____	_____
Easy breathing (no severe dyspnea)	_____	_____
Oxygen saturation $\geq 90\%$	_____	_____
FiO2 $\leq 40\%$	_____	_____
PEEP (no sleep apnea) $\leq 5\text{cm H}_2\text{O}$	_____	_____
PEEP (sleep apnea) $\leq 10\text{cm H}_2\text{O}$	_____	_____
Stable vent settings	_____	_____
Stable O2 sats during activity	_____	_____
Ventilator > 3 months	_____	_____
Length of time on Ventilator	_____	_____

Additional area for parameters: _____

Patient Name: _____ Hospital: _____

6. Are discharge plans to a lower level of care in progress? Yes _____ No _____ What is projected discharge date? _____ Are there identified problems with discharge to a lower LOC?

7. Nurse Reviewer Summary of Medical Record:

____ Continue at Chronic/Rehab LOC ____ Change to NF LOC ____ Less than NF

Comments: _____

Reviewer Signature: _____ Print Name: _____ Date: _____

8. Physician Advisor Determination

____ Continue at Chronic/Rehab LOC ____ Change to NF LOC ____ Less than NF

Comments: _____

Physician Signature: _____ Print Name: _____ Date: _____

Patient Name:

Hospital:

Additional Narrative page:

Adult Chronic Hospital – Reclassified Patients

Patient Name: _____ Hospital: _____

MA#: _____ Date of Birth: _____

CHRONIC/REHABILITATION HOSPITAL **CSR FOR RECLASSIFIED PATIENTS**

What is their current level of care and when? _____

Review Date: _____ Last Review Date: _____

New Diagnoses: _____

1. Have there been new medical problems which require at least three (3) physician visits per week for medication and/or treatment adjustments? Yes _____ No _____ List the details:

2. Have there been additional nursing services since last review? Yes _____ No _____ List the details

3. Since the last review does the patient require care too complex to be provided by a nursing facility? Yes _____ No _____ Please list the details: _____

4. Does the patient require intensive rehabilitation services at least two (2) times daily? Yes _____ No _____ Describe the type of rehabilitation, frequency, expected duration, and goals of rehab.

5. Have there been changes in the ventilator settings? Yes _____ No _____ Please list the changes.

6. _____ Significant Change in Condition _____ No Change in Condition

Signature: _____ Print Name: _____ Date: _____

Special Pediatric Hospital Questionnaire

Individual Name _____ Hospital _____

NURSE REVIEW LEVEL OF CARE FOR SPECIAL PEDIATRIC HOSPITAL

Medicaid Number _____ Adm/MA Date* _____

Review date _____ Last Review Date _____

Primary Diagnosis _____

Secondary Diagnosis _____

Other Pertinent Diagnoses _____

Attending Physician _____ Phone No. _____

Present Level of Care:

1. Does the individual require at least three physician visits per week for medication and/or treatment adjustments? Yes ___ No ___

List the details of the physician visits with frequency and intensity of service:

Cardiac

Does the individual is receiving any medication? Yes No

Name and frequency:

Respiratory

Does the individual have a tracheostomy? Yes No

First tracheostomy change _____

Does the individual dependant on mechanical ventilation? Yes No

Does the individual use oxygen? Yes No

Nasal Canula? Yes No

Continuous or as needed/PRN? Yes No

Does the individual require medication for chronic lung disease? Yes No

Name and frequency:

Fluid/Electrolytes/Nutrition/Gastrointestinal

Does the individual receiving total Parental Nutrition Yes No

Does the individual require tube feedings? Yes No

Delivery method: Nasogastric or NG
Nasoduodenal or ND
Gastrostomy tube or GT
Jejunostomy tube or JT

Formula and schedule:

Bolus, continuous or both?

*Use the later of hospital admission date or effective date of MA conversion.

DHMH-EGB

Individual Name _____ Hospital _____

Does the individual require medication for gastroesophageal reflux disease or GERD?
Yes No

Start date:

Name and frequency:

Have symptoms improved? Yes No

If symptoms have not improve with medication are other treatment modalities
been consider? Yes No

Which one? ND Nissen fundoplication

Hematology

Does the individual require multiple transfusions due to his medical condition? Yes No

Infectious Disease

Does the individual require isolation? Yes No

Explain _____

Does the individual require antibiotic treatment? Yes No

Name and frequency:

Delivery method: Central Line Peripheral line

Start date: Estimated length of treatment: _____ days

Neurological:

Does the individual require narcotic treatment? Yes No

Name and frequency:

Delivery method: PO Peripheral line Central Line

Start date: Estimated length of treatment: _____ days

Does the individual require any other treatments? Yes No

Name and frequency:

Delivery method:

Start date: Estimated length of treatment: _____ days

2. Does the patient require continued services rendered by a Licensed Health Care Professional?

Yes No

Check all those apply and provide pertinent details.

Please complete vent section for ventilator dependent patient.

Pertinent Details

___ Respiratory therapy 2-3 times per shift _____

___ Tracheostomy (non-vent) _____

___ Parenteral feeding (TPN) _____

___ Multiple extensive decubiti _____

___ Chest tube _____

___ Ventilator- Weaning _____

*Use the later of hospital admission date or effective date of MA conversion.

DHMH-EGB

Individual Name _____ Hospital _____

☐ Ventilator-Non Weaning _____
☐ Isolation _____
☐ Intractable Pain _____
☐ Wound Care _____
☐ Other _____

3. Does the individual require intensive rehabilitation services at least two times daily?

Yes ☐ No ☐

Describe the type of rehabilitation, frequency, expected duration, and goals of rehabilitation.

Type	Frequency	Expected Duration	Goals
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

4. Ventilator related questions (please see ACCP Mechanical Ventilation Guide):

	Yes	No
a. Medically stable for 2 weeks		
Stable vital signs and lab tests	_____	_____
Treatment plan in place	_____	_____
Establish weight gain	_____	_____
b. Respiratory stability for two weeks		
Airway secure	_____	_____
Secretions can be cleared	_____	_____
Easy breathing (no severe dyspnea)	_____	_____
Oxygen saturation $\geq 90\%$	_____	_____
FiO ₂ $\leq 40\%$	_____	_____
PEEP (no sleep apnea) ≤ 5 cm H ₂ O	_____	_____
PEEP (sleep apnea) ≤ 10 cm H ₂ O	_____	_____
Stable vent settings	_____	_____

*Use the later of hospital admission date or effective date of MA conversion.

DHMH-EGB

Individual Name _____ Hospital _____

Stable O2 sats during activity _____
Ventilator > 3 months _____
Length of time on Ventilator _____

5. Are discharge plans in progress? Yes__ No__
What is projected discharge date? _____
Are there identified problems with discharge?

6. Recommendations:
____ Continue at Chronic/Rehab LOC ____ Less than Chronic/Rehab LOC
Comments: _____

Reviewer Signature _____ Print Name _____ Date _____

7. Physician Advisor Determination
____ Continue at Chronic/Rehab LOC ____ Less than Chronic/Rehab LOC
Comments: _____

Physician Signature _____ Print Name _____ Date _____

*Use the later of hospital admission date or effective date of MA conversion.

DHMH-EGB

ATTACHMENT Y – ANNUAL ESTIMATES

The following figures are estimates based on past performance and do not guarantee payment. Actual figures may vary through the duration of the contract. Reconsiderations are considered part of the original review and should not be invoiced as a separate cost.

	Year 1	Year 2	Year 3	Option Year 1	Option Year 2
Acute Care Hospital Services					
Preauthorization Reviews	1,685	1,685	1,685	1,685	1,685
Concurrent Reviews	22,000	22,000	22,000	22,000	22,000
Retrospective Admission Reviews	32,700	32,700	32,700	32,700	32,700
Notice	22,300	22,300	22,300	22,300	22,300
Reconsideration	1,830	1,830	1,830	1,830	1,830
X02 Reviews	8,000	8,000	8,000	8,000	8,000
Appeals	720	720	720	720	720
Adult Chronic Hospital Services					
Medical Eligibility Review	1,000	1,000	1,000	1,000	1,000
Certification Processing (DHMH Form 257)	900	900	900	900	900
Notice	340	340	340	340	340
Reconsideration	30	30	30	30	30
Continued Stay Review	3,000	3,000	3,000	3,000	3,000
Administrative Days Request	130	130	130	130	130
Appeals	36	36	36	36	36
Special Pediatric Hospital Services					
Medical Eligibility Review	500	500	500	500	500
Notice	100	100	100	100	100
Reconsideration	10	10	10	10	10
Continued Stay Review	1,500	1,500	1,500	1,500	1,500
Administrative Days Request Processing	20	30	40	40	40
Appeals	36	36	36	36	36
Nursing Facility Services					
Medical Eligibility Review	15,000	15,000	15,000	15,000	15,000
Certification Processing (DHMH Form 257)	14,600	14,600	14,600	14,600	14,600
Notice	200	200	200	200	200
Reconsideration	20	20	20	20	20
Medical Reviews For Liens	200	200	200	200	200
Continued Stay Review/Annual Redetermination of Medical Eligibility	18,000	18,000	18,000	18,000	18,000
MDS Validations	5,800	5,800	5,800	5,800	5,800
PASRR Reviews	15,000	15,000	15,000	15,000	15,000
Administrative Days Processing	80	80	80	80	80
Appeals	65	65	65	65	65

Community Services-MADC, CO, BI, CFC, ICS, CPAS					
MADC Medical Eligibility Review	900	990	1,090	1,200	1,320
MADC Recertification	4,500	990	1,090	1,200	1,320
MADC Reconsiderations	45	50	55	60	65
Validation For MADC	400	420	441	463	486
Confirmation For MADC	150	150	150	150	150
MADC Appeals	110	120	130	140	150
CO Medical Eligibility Review	180	180	180	180	180
CO Redetermination	600	600	600	600	600
CO Reconsiderations	6	6	6	6	6
CO Appeals	45	45	45	45	45
BI Waiver Medical Eligibility Review	20	20	20	20	20
BI Waiver Redetermination	50	50	50	50	50
BI Waiver Notices	2	2	2	2	2
BI Waiver Reconsiderations	1	1	1	1	1
BI Appeals	5	5	5	5	5
ICS Medical Eligibility Review	30	50	70	80	100
ICS Redetermination	30	50	70	80	100
ICS Reconsiderations	1	1	1	2	2
ICS Appeals	1	1	1	1	1
CFC/CPAS Medical Eligibility Review	1,500	1,500	1,500	1,500	1,500
CFC/CPAS Redetermination	1,500	1,500	1,500	1,500	1,500
CFC/CPAS Reconsiderations	15	15	15	15	15
CFC/CPAS Appeals	100	100	100	100	100
In-Home Assessments	4,000	4,200	4,410	4,631	4,862
Community Services-Model Waiver and PACE					
Model Waiver Medical Eligibility Review	80	80	80	80	80
Model Waiver Redetermination	250	250	250	250	250
Model Waiver Notices	10	10	10	10	10
Model Waiver Reconsiderations	10	10	10	10	10
Model Waiver Appeals	10	10	10	10	10
PACE Medical Eligibility Review	100	100	100	100	100
PACE Redetermination	30	30	30	30	30
PACE Notices	20	20	20	20	20
PACE Reconsiderations	1	1	1	1	1
PACE Appeals	5	5	5	5	5
LTSS validation reviews (5% sample)					
Review of 5 Percent Sample	700	735	772	810	851
Durable Medical Equipment Reviews					
Durable Medical Equipment Reviews	1,500	1,575	1,654	1,736	1,823
Durable Medical Equipment Reconsiderations	50	50	50	50	50
Durable Medical Equipment Notices	80	80	80	80	80
Appeals	20	20	20	20	20
Air Ambulance Retrospective Reviews					
Air Ambulance Retrospective Reviews	500	525	551	579	608
Air Ambulance Reconsiderations	20	20	20	20	20
Air Ambulance Notices	50	50	50	50	50
Appeals	36	36	36	36	36

ATTACHMENT Z – 3808 FILE DEFINITION

ICD-10 PROJECT

ATTACHMENT A – 3808 File Definition

* W1375000 - COPYBOOK LAYOUT FOR INPUT 3808

BLOCK CONTAINS 0
LABEL RECORDS ARE STANDARD
DATA RECORDS ARE
W1375000-3808-HEADER
W1375000-3808-DATA
W1375000-3808-TRAILER.

01 W1375000-3808-HEADER.

05 W1375010-RECORD-CODE	PIC	X(02).
05 W1375010-PROV-BASE-NUM	PIC	9(07).
05 W1375010-PROV-LOCATION	PIC	9(02).
05 W1375010-TOTAL-3808S	PIC	9(08).
05 W1375010-USER-ID	PIC	9(03).
05 W1375010-BATCH-ENTRY-DATE	PIC	9(06).
05 FILLER	PIC	X(95).

01 W1375000-3808-DATA.

05 W1375000-RECORD-CODE	PIC	X(02).
05 W1375000-3808-NUMBER	PIC	X(07).
05 W1375000-PROV-BASE-NUM	PIC	9(07).
05 W1375000-PROV-LOCATION	PIC	9(02).
05 W1375000-RECIPIENT-ID	PIC	9(11).
05 W1375000-ADMISSION-DT	PIC	9(06).
05 W1375000-DISCHARGE-DT	PIC	9(06).
05 W1375000-ACT-ADMIT-DT	PIC	9(06).
05 W1375000-ACT-DISCH-DT	PIC	9(06).
05 W1375000-DAYS-APPROVED	PIC	9(03).
05 W1375000-DAYS-DENIED	PIC	9(03).
05 W1375000-DAYS-NON-COV	PIC	9(03).
05 W1375000-DIAG-CODE-TABLE OCCURS 4 TIMES INDEXED BY DIAG-CODE-INDEX.		
10 W1375000-DIAG-CODE	PIC	X(05). New x(07)
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05 W1375000-DIAG-REL-GRP	PIC	9(03).
05 W1375000-PROC-CODE-TABLE OCCURS 3 TIMES INDEXED BY PROC-CODE-INDEX.		
10 W1375000-PROC-CODE	PIC	X(05). New x(07)
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